Town of Jamestown
Comprehensive Permit Application & Supplementary Checklist

The Comprehensive Permit Application should be completed for development under the Low and Moderate Income Housing Act (RIGL 45-53).

Application Date: 06/14/2022

APPLICATION TYPE*: 
___ Administrative

___ Minor (Conventional) ___ Minor (Land Dev.) 
Please check: ___ Pre-Application ___ Preliminary ___ Final

x Major (Conventional) x Major (Land Dev.)
Please check: ___ Pre-Application ___ Master 
x Preliminary ___ Final

Other (Specify) ______________________________________________________________

*If the development requires waivers or modifications it must be reviewed as a major subdivision.

Please use the Subdivision and Land Development Application if NOT developing under the Low and Moderate Income Housing Act (RIGL 45-53)

Applicant
Name: Church Community Housing Corporation
Address: 50 Washington Square
City: Newport State: RI Zip Code: 02840
Phone: (401) 846-5114 Email: cbelden@cchcnewport.org

Is this a corporation? x yes ___ no If yes: ___ business ___ nonprofit

Owner (if different than above)
Name: Town of Jamestown Attn: Jamie Hainsworth, Town Administrator
Address: 93 Narragansett Avenue
City: Jamestown State: RI Zip Code: 02835
Phone: (401) 423-7210 Email: jhainsworth@jamestownri.net

Preparers of Plans (list all, use separate paper if necessary)
Name: Darveau Land Surveying, Inc.
Address: P.O. Box 7918
City: Cumberland State: RI Zip Code: 02864
Phone: (401) 475 - 5700 Email: mike@darveausurvey.com

Attorney
Name: Kelly, Souza, and Parmenter, PC
Address: 128 Dorrance Street Suite 300
City: Providence State: RI Zip Code: 02903
Phone: (401) 490 - 7334 Email: mkelly@ksrplaw.com
Name of Development/Subdivision: 91 Carr Lane

Assessor’s Plat/Lot Number(s): Plot 4 Lot 52

Existing Land Use(s): Single Family Residential/Conservation

Frontage Road(s) /Street Address: 91 Carr Lane

Current Zoning (indicate all): RR-200

Total Acreage of Property (indicate all): 1.357 Acres

Minimum Lot Size Required by Zoning: 200,000 sqft

Number of Proposed Lots: 3

Number of Proposed Dwelling Units: 3

Square Footage of Proposed Commercial/Industrial Space: N/A

Other (specify): 

Area of development in development limitation districts: 

Area of development considered land unsuitable for development: 

Requesting town water (see Water Service Area map)? yes no

Private or public road system proposed within subdivision?: 

Comprehensive Plan Amendment Required?

Obtained? yes no

Area identified in Comprehensive Plan as: 

Explain: 

Zone Change Required?

Obtained? yes no

Explain: 

Indicate which sections or provisions of the Jamestown Zoning Ordinance and the Town of Jamestown Subdivision and Land Development Regulations from which relief will be required. Include dimensional relief. Use additional paper as necessary.

<table>
<thead>
<tr>
<th>Section &amp; Subsection Number</th>
<th>Title of Section</th>
<th>Ordinance Requirement</th>
<th>Proposed</th>
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</thead>
<tbody>
<tr>
<td>See Attached</td>
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### AFFORDABILITY FACTOR

<table>
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<tr>
<th>Number of Units</th>
<th>Market</th>
<th>Affordable</th>
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<tr>
<td>One Bedroom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two Bedroom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Three Bedroom</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Four Bedroom</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

**Government Agencies Providing Subsidy/Financing:** State of RI, RIH

**Agency Contact Person:** Michael Tondra, ZEOS Program Manager

**Address:** 315 Iron Horse Way, Suite 101 and 44 Washington Street

**City:** Providence, **State:** RI, **Zip Code:** 02908 and 02903

**Phone:** (401) 222-2083, **Email:** michael.tondra@doa.ri.gov, zeosprogram@rihousing.com

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### REQUIRED SUBMISSION MATERIALS

**Number of Copies**

**PLANS:** Submit 3 full size plan sets & 12 11” x 17” copies using the requirements listed in submission checklists (#1 below). Submit only 3 full size and 12 11” x 17” sets of architectural renderings. If submitting a digital copy, only 3 full size plan sets and 12 11” x 17” copies are required.

**SUPPLEMENTARY MATERIALS:** 20 copies. If submitting a digital copy, only 13 paper copies required.

**MATERIALS IN A DIGITAL FORMAT (CD):** 1 copy

- 1. Completed checklist for specific subdivision/land development stage (ex. preapplication, master).
- 2. Completed Comprehensive Permit Application Form.
- 3. Filing Fee.
- 4. Letter of Eligibility issued by the Rhode Island Housing Mortgage Finance Corporation in accordance with RIGL 42-55.5-5.3(a), or, in the case of projects primarily funded by the U.S. Department of Housing and Urban Development or other state or federal agency, an award letter indicating the subsidy, or an application in such form as may be prescribed for a municipal government subsidy.
- 5. Color photograph or legible color copy (8x10 minimum) of existing buildings and site.
- 6. A written request to the local review board to submit a single application to build or rehabilitate low or moderate income housing in lieu of separate applications to the applicable boards. The written request shall identify the specific sections and provisions of applicable local ordinances and regulations from which the applicant is seeking relief. **(submit at preapplication)**
- 7. A proposed timetable for the commencement of construction and completion of the project. Timetable must be updated at each application stage.
- 8. A sample land lease or deed restriction with affordability liens that will restrict use as low and moderate income housing in conformance with the guidelines of the agency providing the subsidy for the low and moderate income housing but for a period of not less than 99 years. **(submit at preliminary)**
- 9. Identification of an approved entity that will monitor the long-term affordability of the low and moderate income units.
- 10. Financial pro forma for the proposed development. Pro forma must be updated and submitted at preliminary and final application stages.
- 12. List of property owners within 200 feet of property and/or all property owners and entities which require notice under Section 45-24-53 RIGL.
### ADDITIONAL REQUIRED SUBMISSION MATERIALS REGARDING STATE AND FEDERAL PERMITS

**FOR APPLICATIONS NOT INVOLVING A SUBDIVISION:**
Proof of application for all required state and federal permits at the time of submission. All state and federal permits must be obtained prior to recording of the approved plan and/or the issuance of a building permit.

**FOR ADMINISTRATIVE SUBDIVISIONS:**
Proof of application for all required state and federal permits at the time of submission. All state and federal permits must be obtained prior to recording of the approved plan.

**FOR MINOR LAND DEVELOPMENT/SUBDIVISIONS:**
Proof of application for all required state and federal permits at the time of preliminary and final submission. All required state and federal permits must be obtained prior to the final plan approval.

**FOR MAJOR LAND DEVELOPMENT/SUBDIVISIONS:**
Proof of application for all required state and federal permits at the time of master, preliminary, and final submission. All required state and federal permits must be obtained prior to the final plan approval.

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### CERTIFICATION

Attest: The information provided on this application is true and accurate.

**Applicant's Signature**

**Owner's Signature**

**Date** 06/14/2023

**Date** 06/23/2023

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### OFFICE USE ONLY

**Certified Complete**

**Incomplete Information or Comments**

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Town of Jamestown Planning Department
93 Narragansett Ave, Jamestown RI 02835
(401) 423-7210
May 26, 2022

Town of Jamestown Planning Department
93 Narragansett Avenue
Jamestown, RI 02835
Attn.: Interim Town Planner, Ashley Sweet

Re: Church Community Housing Corporation 91 Carr Lane, Plat 4, Lot 52 (Preliminary Application for Comprehensive Permit)

Dear Ms. Sweet:

Please be advised that this office represents Church Community Housing Corporation ("Applicant") with respect to the real property located at 91 Carr Lane, Plat 4, Lot 52 (the "Property") with respect to a Comprehensive Permit Application.

As part of this application, the Applicant’s Preliminary Approval Application, Applicant is requesting the following waivers with respect to the project, which were requested for Applicant’s Master Plan Application and obtained as a result of the Planning Commission’s Master Plan Approval:

Parcel A:

1. Minimum Lot Size:
   Required: 200,000 square feet
   Proposed: 13,585 square feet
   Relief needed: 186,415 square feet

2. Minimum Lot Width:
   Required: 300-feet
   Proposed: 78.96-feet
   Relief needed: 221.04-feet
3. **Minimum Side Yard Building**
   **Setback:** Required: 40-feet
   Proposed: 12-feet from west side & 19.2-feet from east side lines
   Relief needed: 28-feet from west side & 20.8-feet from east side lines

4. **Lot Coverage Allowed:** 5%
   Lot Coverage Proposed: 8.95%
   Relief Needed: 3.95%

**Parcel B:**

1. **Minimum Lot Size:**
   Required: 200,000 square feet
   Proposed: 13,836 square feet
   Relief needed: 186,164 square feet

2. **Minimum Lot Width**: Required:
   300-feet
   Proposed: 82-feet
   Relief needed: 218-feet

3. **Minimum Side Yard Building**
   **Setback:** Required: 40-feet
   Proposed: 12-feet from west side & 18-feet from east side lines
   Relief needed: 28-feet from west side & 22-feet from east side lines

4. **Lot Coverage Allowed:** 5%
   Lot Coverage Proposed: 8.79%
   Relief Needed: 3.79%

**Parcel C:**

1. **Minimum Lot Size:**
   Required: 200,000 square feet
   Proposed: 31,698 square feet
   Relief needed: 168,302 square feet

2. **Minimum Lot Width**: Required:
   300-feet
   Proposed: 175-feet
   Relief needed: 125-feet
3. **Lot Coverage Allowed**: 5%
   Lot Coverage Proposed: 11.88%
   Relief Needed: 6.88%

4. **Minimum Side Yard Building Setback**: Required: 40-feet
   Note: Existing dwelling is located 11.3-feet from the east side line
   Relief needed: 28.7-feet from the east side line

5. **Existing garage is located within the front yard setback**: Required: 50-feet
   Note: Existing garage is located 31.8-feet from Carr Lane
   Relief needed: 18.2-feet from Carr Lane

6. **Per Section 82-311**: The maximum size of an accessory structure on the lot is 900 square feet
   Note: Existing garage is 1,312 square feet
   Relief needed: 412 square feet

**Additional Relief requested:**

1. The entire area is subject to Zoning Ordinance Article 8, Section 82-800 thru 82-803 - Regulations for RR-200 Zoning Districts.

2. Waiver from Subdivision Regulation Article III, A(2)

**With respect to Applicant’s Preliminary Application, Applicant is seeking the same waivers described above, as well as an additional waiver as follows:**

1. Waiver from Subdivision Regulation Article VII, “Guarantees of Public Improvements,” as it relates to the requirement that the Applicant obtain an “improvement guarantee” or “security instrument” accepted by the town to ensure that all improvements, facilities, or work required by these regulations or as a condition of approval of a subdivision plan by the planning commission will be completed in compliance with the approved plans and specifications.

Sincerely,

Michael D. Resnick, Esq.
May 24, 2021

Mr. Christian Belden
Church Community Housing Corporation
50 Washington Square
Newport, RI 02840

Letter of Eligibility: 91 Carr Lane, 91 Carr Lane, Plat 4, Lot 52

Dear Mr. Belden:

We have received your application for a letter of eligibility to pursue a Comprehensive Permit in the town of Jamestown. You have represented that you propose four single family detached unit development that would include two market rate units and two affordable units. The affordable units will be sold to households earning a maximum of 80% of the Area Median Income (“AMI”). All units would have three bedrooms.

Based on the current AMI, the Freddie Mac Primary Mortgage Market Survey 30-year fixed-rate mortgage average interest rate as of the date of this letter, anticipated taxes, insurance and mortgage insurance costs, the maximum sales price in Jamestown for an affordable unit priced for households earning 80% of the AMI, is $283,607. The maximum permitted sales price may change in the future due to changes in any of the above noted inputs.

In addition to requirements for affordability and monitoring, under R.I.G.L. 45-53, the construction or rehabilitation of qualifying low-and-moderate income housing units must be assisted by a state, federal or municipal subsidy program.

After preliminary review of the plans and financial assumptions for the proposed sale of two market rate single family units and two single family affordable units to households earning 80% of the AMI, all to be located at Plat 4, Lot 52 in Jamestown, RIHousing has determined that:

- This project appears to be eligible for a municipal subsidy under Sections 82-1703-Municipal Subsidy, 82-1704-Affordable Housing Incentives, and 82-1705-Inclusionary Zoning of the Town of Jamestown Zoning Ordinance.
- In conformance with R.I.G.L. 42-55-5.3 RIHousing performed an on-site inspection of the site and has reviewed pertinent information supplied by the applicant.
- The initial project proforma was reviewed and the project appears to be feasible based on projected overall development costs and potential sources.
- The applicant, Church Community Housing Corporation, has provided evidence of site control.
May 24, 2021
91 Carr Lane

Based upon the review of the submitted information and supporting materials and based on the representations in your request, Church Community Housing Corporation is eligible to pursue a Comprehensive Permit application in the town of Jamestown to develop Plat 4, Lot 52.

Modifications to the development proposal resulting from local review do not require a revised letter of eligibility.

Thank you for your commitment to providing affordable housing opportunities to low- and moderate-income Rhode Island families.

Sincerely,

James Comer
Deputy Executive Director

cc: Lisa Bryer, AICP, Jamestown, Town Planner
Mr. Michael Swistak, Chair  
Jamestown Planning Commission  
Jamestown Town Hall  
93 Narragansett Avenue  
Jamestown, RI 02835

Re: 91 Carr Lane – Comprehensive Permit for Affordable Housing

Dear Mr. Swistak,

CCHC has filed a Comprehensive Permit Application and a Subdivision and Land Development Application to develop land located at 91 Carr Lane in order to create three single family house lots: proposed parcels A, B and C. CCHC proposes to construct two new Affordable single family houses on parcels A and B and to sell the existing single family home and garage on parcel C to pay the Town acquisition fee and to cover a portion of the costs to construct the two new homes. The single family homes proposed for parcel A and B will be affordable as defined by the Jamestown Zoning Code 82-1705, and in the Low and Moderate income Housing Act (RIGL 45-53).

Although this meets the criteria of a minor subdivision by number of parcels, the Planning Commission will be required to re-assign this application to “Major” subdivision status, as permitted in the Subdivision Regulations Article V.C.3.e., for the purpose of granting the requested variances. We respectfully request this reassignment. The required variances and approvals, are indicated on the checklist submitted herewith.

Furthermore, I respectfully request that both Applications be considered a single Application to build low or moderate housing in lieu of separate applications to the applicable boards and commissions, and that all requests for relief as specified therein be considered solely by the Planning Commission. The provisions from which relief is being requested are laid out in the Applications.

Sincerely,

[Signature]

Christian Belden  
Executive Director

February 22, 2022

50 Washington Square, Newport, Rhode Island 02840  
Telephone: 401/ 846-5114  Fax: 401/ 849-7930  
A Non-Profit Housing Sponsor - Your Contributions are Tax Deductable
**Timeline**

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Expected Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Permit Final Approval</td>
<td>9/30/2022</td>
</tr>
<tr>
<td>Existing Home and Garage Listed For Sale</td>
<td>10/30/2022</td>
</tr>
<tr>
<td>Close on Sale of Existing Home and Garage</td>
<td>12/30/2022</td>
</tr>
<tr>
<td>Building Permits Issued Parcel A and B</td>
<td>1/15/2023</td>
</tr>
<tr>
<td>Start Construction</td>
<td>03/01/2023</td>
</tr>
<tr>
<td>End Construction</td>
<td>10/30/2023</td>
</tr>
</tbody>
</table>

* Appeal of Master Plan Approval by abutter may alter the estimated timeline
Monitoring Agents (as of 6/19/2018)

**Church Community Housing Corp.**  
**Contact:** Steve Ostiguy  
50 Washington Square  
Newport, RI 02840  
Phone: 401-846-5114  
Fax: 401-849-7930  
Email: sostiguy@cchcnewport.org

**Community Housing Land Trust of RI**  
**Contact:** Melina Lodge  
1070 Main Street  
Pawtucket, RI 02806  
Phone: 401-721-5680  
Email: mlodge@housingnetworkri.org

**Coventry Housing Authority**  
**Contact:** Julie Leddy  
14 Manchester Circle  
Coventry, RI 02816  
Phone: 401-828-4367  
Fax: 401-823-5211  
Email: jleddy@coventryhousing.org

**East Bay Community Development Corp.**  
**Contact:** Diane Mederos  
150 Franklin Street  
Bristol, RI 02809  
Phone: 401-253-2080  
Fax: 401-253-6997  
Email: dmederos@ebcdc.org  
Web: www.ebcdc.org

**East Greenwich Housing Authority**  
**Contact:** Marcia Sullivan  
146 First Avenue  
East Greenwich, RI 02818  
Phone: 401-885-2610  
Fax: 401-885-4166  
Email: msullivan@eghousing.com  
Web: www.eghousing.com

**Narragansett Affordable Housing Corp.**  
**Contact:** Mike McLoughlin  
25 Fifth Street  
Narragansett, RI 02882  
Phone: 401-789-9489  
Fax: 401-782-0150  
Email: Mike@nha-housing.com

**NeighborWorks Blackstone River Valley**  
(formerly Woonsocket Neighborhood Development Corp.)  
**Contact:** Joe Garlick  
719 Front Street, # 103  
Woonsocket, RI 02895  
Phone: 401-762-0993 x 221  
Fax: 401-769-1010  
Email: jgarlick@neighborworksbrv.org  
Web: neighborworksbrv.org

**Valley Affordable Housing**  
**Contact:** Peter Bouchard  
573 Mendon Road, Suite 3  
Cumberland, RI 02864  
Phone: 401-334-2678 x 14  
Fax: 401-312-0010  
Email: pbouchard@valleyaffordablehousing.org

**Westerly Housing Authority**  
**Contact:** Carlos Lopez  
5 Chestnut Street  
Westerly, RI 02891  
Phone: 401-596-4918  
Fax: 401-348-0714  
Email: elopez@westerlyhousing.org
# ZERO ENERGY BUILDING DEMONSTRATION PROJECT
## EXHIBIT B
### PROJECT BUDGET

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Church Community Housing</th>
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<tbody>
<tr>
<td>Address:</td>
<td>91 Carr Lane Parcels A and B: Two Houses</td>
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## Sources:

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<th>Source Description</th>
<th>Amount</th>
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<tr>
<td>Office of Energy Resources: REF</td>
<td>$8,671</td>
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<tr>
<td>CDBG</td>
<td>$113,500</td>
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<tr>
<td>ZEOS</td>
<td>$62,500</td>
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<td>1 Market Rate Sale: Self Subsidizing</td>
<td>$391,251</td>
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<td>Sales Proceeds: 2 Affordable Homeownership</td>
<td>$340,000</td>
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<td><strong>Total Project Sources:</strong></td>
<td><strong>$915,922</strong></td>
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## Uses:

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<td>Acquisition: Town of Jamestown</td>
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<tr>
<td>Construction/Rehab (should match Schedule of Values)</td>
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<td>Solar Equipment Costs (Panels Only)</td>
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<td>Air Source Heat Pumps</td>
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<td>Site Work</td>
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<td>Profit</td>
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<td>Building Permits <em>(included in construction costs elsewhere)</em></td>
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<td>Bonds</td>
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<td>Contingency</td>
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<td>Environmental Survey</td>
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<td>Architectural - Supervision</td>
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<td>Solar Siting, Design Consulting</td>
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<td>Civil Engineering / Landscape Architect</td>
<td>$12,000</td>
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<td>Energy Engineering Specialist</td>
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<td>Traffic Engineer, Hydrology Expert, Planning Expert</td>
<td>$15,176</td>
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<td>Soil/Foundation/Geotechnical Reports</td>
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<td>Historic Consultant</td>
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<td>Financing Costs</td>
<td>$2,500</td>
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<td>Legal Costs</td>
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<td>Insurance during Construction</td>
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<td>Utilities during Construction</td>
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<td>Taxes during Construction</td>
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<td>Sewer &amp; Water Hook Ups/Impact Fees <em>(included in constr. Costs)</em></td>
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<td>Program Administration including:</td>
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<tr>
<td>Increased On-site Construction Supervision</td>
<td>$0</td>
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<tr>
<td>Development of Operations &amp; Maintenance Manual</td>
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<td>Prepared Final Plans &amp; Specs Available for Reuse</td>
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<tr>
<td>Costs for systems testing, monitoring, verification, certification, &amp; maintenance</td>
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<td>Educational Activities &amp; Site Visits <em>(cchc to provide free of charge)</em></td>
<td>$0</td>
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<td>Developer's Fee</td>
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<td>Other: Application Fees, Plan Review Fees, Soft Cost Cont.</td>
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<tr>
<td><strong>Total Project Uses:</strong></td>
<td><strong>$915,922</strong></td>
</tr>
</tbody>
</table>
THIS LEASE (“this Lease” or “the Lease”) entered into this ___ day of ____, 2022 between Church Community Housing Corporation (“CCHC”) and ____, as Tenant by the Entirety. (“Homeowner”).

Physical Address of Leased Premises:
91 Carr Lane, Jamestown, Rhode Island 02835

<table>
<thead>
<tr>
<th>Street</th>
<th>City/Town</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>91 Carr Lane</td>
<td>Jamestown</td>
<td>Rhode Island</td>
<td>02835</td>
</tr>
</tbody>
</table>

NUMBER OF BEDROOMS: 3 BEDROOMS
HOUSING TYPE: X SINGLE FAMILY
n/a MULTI FAMILY (Number of Living Units: n/a units)

RECITALS
A. CCHC is organized exclusively for charitable purposes, including the purpose of providing homeownership opportunities for low and moderate income people who would otherwise be unable to afford homeownership.
B. A goal of CCHC is to preserve affordable homeownership opportunities through the long-term leasing of land under owner-occupied homes.
C. The Leased Land described in this Lease has been acquired and is being leased by CCHC in furtherance of this goal.
D. The Homeowner shares the purposes of CCHC and has agreed to enter into this Lease not only to obtain the benefits of homeownership, but also to further the charitable purposes of CCHC.
E. Homeowner and CCHC recognize the special nature of the terms of this Lease, and each of them accepts these terms, including those terms that affect the marketing and resale price of the property now being purchased by the Homeowner.
F. Homeowner and CCHC agree that the terms of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, Homeowner and CCHC agree on all of the terms and conditions of this Lease as set forth below.

DEFINITIONS: Homeowner and CCHC agree on the following definitions of key terms used in this Lease:

**Leased Land**: the parcel of land, described in Exhibit: LEASED LAND, that is leased to the Homeowner.

**Home**: the residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home described in Exhibit: BILL OF SALE, and all permanent improvements added thereafter by Homeowner at Homeowner’s expense.

**Purchase Option Price**: the maximum price the Homeowner is allowed to receive for the sale of the Home and the Homeowner’s right to possess, occupy and use the Leased Land, as defined in Article 10 of this Lease.

**Lease Fee**: The monthly fee that the Homeowner pays to CCHC for the continuing use of the Leased Land and any additional amounts that CCHC charges to the Homeowner for reasons permitted by this Lease.

**Permitted Mortgage**: A mortgage or deed of trust on the Home and the Homeowner’s right to possess, occupy and use the Leased Land granted to a lender by the Homeowner with CCHC’s Permission. The Homeowner may not mortgage CCHC’s interest in the Leased Land, and may not grant any mortgage or deed of trust without CCHC’s Permission.

**Event of Default**: Any violation of the terms of the Lease unless it has been corrected (“cured”) by Homeowner or the holder of a Permitted Mortgage in the specified period of time after a written Notice of Default has been given by CCHC.

ARTICLE 1: Homeowner’s Letter of Agreement and Attorney’s Letter of Acknowledgment are Attached as Exhibits.
Attached as Exhibit: HOMEOWNER’S LETTER OF AGREEMENT AND ATTORNEY’S LETTER OF ACKNOWLEDGMENT and made part of this Lease by reference are a Letter of Agreement from the Homeowner,
describing the Homeowner’s understanding and acceptance of this Lease (including the parts of the Lease that affect the resale of the Home), and a Letter of Acknowledgment from the Homeowner’s attorney, describing the attorney’s review of the Lease with the Homeowner.

ARTICLE 2: Leasing of Rights to the Land
2.1 CCHC LEASES THE LAND TO HOMEOWNER: CCHC hereby leases to the Homeowner, and Homeowner hereby accepts, the right to possess, occupy and use the Leased Land (described in the attached Exhibit LEASED LAND) in accordance with the terms of this Lease. Homeowner accepts title to the Leased Land in its condition “as is” as of the signing of this Lease. Without limiting the foregoing, this Lease is subject to any and all previously recorded instruments.

2.2 MINERAL, OIL AND NATURAL GAS RIGHTS NOT LEASED TO HOMEOWNER: CCHC does not lease to Homeowner the right to remove from the Leased Land any minerals, oil or natural gas lying beneath the Leased Land’s surface, or the right to permit another party to explore the Leased Land for the presence of oil, minerals or natural gas. Ownership of such minerals, oil or natural gas remains with CCHC, but CCHC shall not remove any such minerals, oil or natural gas from the Leased Land without the Homeowner’s written permission.

ARTICLE 3: Term of Lease, Change of Land Owner
3.1 TERM OF LEASE IS 99 YEARS: This Lease shall remain in effect for 99 years, beginning on the ____ day of ____ , and ending on the ____ day of ____ , unless ended sooner or renewed as provided below.

3.2 HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS: Homeowner may renew this Lease for one additional period of 99 years. CCHC may change the terms of the Lease for the renewal period prior to the beginning of the renewal period but only if these changes do not materially and adversely interfere with the rights possessed by Homeowner under the Lease. Not more than 365 nor less than 180 days before the last day of the first 99-year period, CCHC shall give Homeowner a written notice that states the date of the expiration of the first 99-year period and the conditions for renewal as set forth in the following paragraph (“the Expiration Notice”). The Expiration Notice shall also describe any changes that CCHC intends to make in the Lease for the renewal period as permitted above.

The Homeowner shall then have the right to renew the Lease only if the following conditions are met: (a) within 60 days of receipt of the Expiration Notice, the Homeowner shall give CCHC written notice stating the Homeowner’s desire to renew (“the Renewal Notice”); (b) this Lease shall be in effect on the last day of the original 99-year term, and (c) the Homeowner shall not be in default under this Lease or under any Permitted Mortgage on the last day of the original 99-year term.

When Homeowner has exercised the option to renew, Homeowner and CCHC shall sign a memorandum stating that the option has been exercised. The memorandum shall comply with the requirements for a notice of lease as stated in Section 14.12 below. CCHC shall record this memorandum in accordance with the requirements of law promptly after the beginning of the renewal period.

3.3 WHAT HAPPENS IF CCHC DECIDES TO SELL THE LEASED LAND: If ownership of the Leased Land is ever transferred by CCHC (whether voluntarily or involuntarily) to any other person or institution, this Lease shall not cease, but shall remain binding on the new land-owner as well as the Homeowner. If CCHC agrees to transfer the Leased Land to any person or institution other than a non-profit corporation, charitable trust, government agency or other similar institution sharing the goals described in the Recitals above, the Homeowner shall have a right of first refusal to purchase the Leased Land. The details of this right shall be as stated in the attached Exhibit: FIRST REFUSAL. Any sale or other transfer contrary to this Section 3.3 shall be null and void.

ARTICLE 4: Use of Leased Land
4.1 HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES: Homeowner shall use, and allow others to use to the extent permitted by this Lease, the Home and Leased Land only for residential purposes and any accessory uses permitted by local zoning law.

[To be added when needed: Use of the Leased Land shall be further limited by the restrictions described in the attached Exhibit: RESTRICTIONS.]
4.2 HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBILY AND IN COMPLIANCE WITH THE LAW: Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. Homeowner shall dispose of all waste in a safe and sanitary manner. Homeowner shall maintain all parts of the Home and Leased Land in safe, sound and habitable condition, in full compliance with all laws and regulations, and in the condition that is required to maintain the insurance coverage required by Section 9.4 of this Lease.

4.3 HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS: Homeowner shall be responsible for the use of the Home and Leased Land by all residents and visitors and anyone else using the Leased Land with Homeowner’s permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 HOMEOWNER OCCUPANCY REQUIREMENT: During each year of this Lease, Homeowner shall occupy the Home as Homeowner’s primary residence (as defined by the Internal Revenue Code), unless otherwise agreed by CCHC. Occupancy by Homeowner’s child, spouse (including parties to a civil union) or other persons approved by CCHC shall be considered occupancy by Homeowner. Neither compliance with the occupancy requirement nor CCHC’s permission for an extended period of non-occupancy constitutes permission to sublease the Leased Land and Home, which is addressed in Section 4.5 below.

4.5 LEASED LAND MAY NOT BE SUBLEASED WITHOUT CCHC’S PERMISSION: Except as otherwise provided in Article 8 and Article 10, Homeowner shall not sublease, sell or otherwise convey any of Homeowner’s rights under this Lease, for any period of time, without the written permission of CCHC. Homeowner agrees that CCHC shall have the right to withhold such consent in order to further the purposes of this Lease.

If permission for subleasing is granted, the sublease shall be subject to the following conditions.

a) Any sublease shall be subject to all of the terms of this Lease.

b) The rental or occupancy fee charged the sub-lessee shall not be more than the amount of the Lease Fee charged the Homeowner by CCHC, plus an amount approved by CCHC to cover Homeowner’s costs in owning the Home, including but not limited to the cost of taxes, insurance and mortgage payments.

4.6 CCHC HAS A RIGHT TO INSPECT THE LEASED LAND: CCHC may inspect any part of the Leased Land except the interiors of fully enclosed buildings, at any reasonable time, after notifying the Homeowner at least 48 hours before the planned inspection. In an emergency, CCHC may inspect any part of the Leased Land except the interiors of fully enclosed buildings, after making reasonable efforts to inform the Homeowner before the inspection.

If CCHC has received an Intent-To-Sell Notice (as described in Section 10.4 below), then CCHC has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. CCHC must notify the Homeowner at least 48 hours before carrying out such inspection.

4.7 HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT: Homeowner has the right to quiet enjoyment of the Leased Land. CCHC has no desire or intention to interfere with the personal lives, associations, expressions, or actions of the Homeowner in any way not permitted by this Lease.

4.8 RESPONSIBILITY FOR ENVIRONMENTAL REMEDIATION: Homeowner agrees to not to contaminate the Leased Land with fuel oils or any other type of pollutant that would cause local, state or federal agencies to require environmental remediation of the Land. If Homeowner does pollute the Leased Land to an extent that remediation is required, Homeowner agrees to bear all costs of such required remediation and indemnification of CCHC.

ARTICLE 5: Lease Fee

5.1 AMOUNT OF LEASE FEE: The Homeowner shall pay a monthly Lease of $25 to be paid in return for the continuing right to possess, occupy and use the Leased Land.

5.2 WHEN THE LEASE FEE IS TO BE PAID: The Lease Fee shall be payable to CCHC on the first day of each month for as long as this Lease remains in effect, unless the Lease Fee is to be escrowed and paid by a Permitted Mortgagee, in which case payment shall be made as directed by that Mortgagee.
5.3 **CCHC MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY:** CCHC may reduce or suspend the total amount of the Lease Fee for a period of time for the purpose of improving the affordability of the Homeowner’s monthly housing costs. Any such reduction or suspension must be in writing and signed by CCHC.

5.4 **FEES MAY BE INCREASED FROM TIME TO TIME:** In order to keep the Ground Lease Fee reasonably current, the amount specified in Section 5.1 shall be recalculated every 3 years, beginning in 2019, such that increases will occur in 2022, 2025, 2028, and every 3rd year thereafter during the term of the Lease. The recalculation will take into account inflation and other factors as CCHC may reasonably choose. The maximum increase that may be imposed at any one time is ten percent (10%). CCHC shall notify Homeowner promptly in writing upon recalculation of the new Lease Fee amount.

5.5 **LAND USE LEASE FEE WILL BE INCREASED IF RESTRICTIONS ARE REMOVED:** If, for any reason, the provisions of Article 10 regarding transfers of the Home or Sections 4.4 and 4.5 regarding occupancy and subleasing are suspended or invalidated for any period of time, then during that time the Lease Fee shall be increased to an amount calculated by CCHC to equal the fair rental value of the Leased Land for use not restricted by the suspended provisions. Such increase shall become effective upon CCHC’s written notice to Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, CCHC may, from time to time, further increase the amount of such Lease Fee, provided that the amount of the Lease Fee does not exceed the fair rental value of the property, and provided that such increases do not occur more often than once every year.

5.6 **LATE FEE:** Homeowner will be assessed a late fee for any payment, including ground lease fees, that CCHC does not receive within thirty days of its due date. The late fee will be $15 per month every month there exists an outstanding balance due. In order to keep the Late Fee reasonably current, the monthly late fee shall be recalculated in the same manner the Lease Fee is recalculated in Section 5.4 above.

5.7 **CCHC CAN COLLECT UNPAID FEES WHEN HOME IS SOLD:** In the event that any amount of payable Lease Fee remains unpaid when the Home is sold, the outstanding amount of payable Lease Fee, including any interest as provided above, shall be paid to CCHC out of any proceeds from the sale that would otherwise be due to Homeowner. CCHC shall have, and the Homeowner hereby consents to, a lien upon the Home for any unpaid Lease Fee. Such lien shall be prior to all other liens and encumbrances on the Home except (a) liens and encumbrances recorded before the recording of this Lease, (b) Permitted Mortgages as defined in Section 8.1 below; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

**ARTICLE 6: Taxes, Assessments & Fees**

6.1 **HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS:** Homeowner shall pay directly, when due, all taxes, governmental and homeowners association assessments, and all other obligations that relate to the Home and the Leased Land (including any taxes relating to CCHC’s interest in the Leased Land).

6.2 **CCHC WILL PASS ON ANY TAX BILLS IT RECEIVES TO HOMEOWNER:** In the event that the local taxing authority bills CCHC for any portion of the taxes on the Home or Leased Land, CCHC shall pass the bill to Homeowner and Homeowner shall promptly pay this bill.

6.3 **HOMEOWNER HAS A RIGHT TO CONTEST TAXES:** Homeowner shall have the right to contest the amount or validity of any taxes relating to the Home and Leased Land. Upon receiving a reasonable request from Homeowner for assistance in this matter, CCHC shall join in contesting such taxes. All costs of such proceedings shall be paid by Homeowner.

6.4 **IF HOMEOWNER FAILS TO PAY TAXES AND ASSESSMENTS, CCHC MAY INCREASE LEASE FEE:** In the event that Homeowner fails to pay the taxes or other charges described in Section 6.1 above, CCHC may increase Homeowner’s Lease Fee to offset the amount of taxes and other charges owed by Homeowner. Upon collecting any such amount, CCHC shall pay the amount collected to the taxing authority in a timely manner.
6.5 PARTY THAT PAYS TAXES MUST SHOW PROOF: When either party pays taxes relating to the Home or Leased Land, that party shall furnish satisfactory evidence of the payment to the other party. A photocopy of a receipt shall be the usual method of furnishing such evidence.

ARTICLE 7: The Home

7.1 HOMEOWNER OWNS THE HOUSE AND ALL OTHER IMPROVEMENTS ON THE LEASED LAND: All structures, including the house, fixtures, and other improvements purchased, constructed, or installed by the Homeowner on any part of the Leased Land at any time during the term of this Lease (collectively, the “Home”) shall be property of the Homeowner. Title to the Home shall be and remain vested in the Homeowner. However, Homeowner’s rights of ownership are limited by certain provisions of this Lease, including provisions regarding the sale or leasing of the Home by the Homeowner and CCHC’s option to purchase the Home. In addition, Homeowner shall not remove any part of the Home from the Leased Land without CCHC’s prior written consent.

7.2 HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE: Upon the signing of this Lease, Homeowner is simultaneously purchasing the Home located at that time on the Leased Land, as described in the BILL OF SALE, a copy of which is attached to this Lease as Exhibit: BILL OF SALE.

7.3 CONSTRUCTION CARRIED OUT BY HOMEOWNER MUST COMPLY WITH CERTAIN REQUIREMENTS: Any construction in connection with the Home is permitted only if the following requirements are met: (a) all costs shall be paid for by the Homeowner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws and regulations; (c) all changes in the Home shall be consistent with the permitted uses described in Article 4; (d) the footprint, square footage, or height of the house shall not be increased and new structures shall not be built or installed on the Leased Land without the prior written consent of CCHC; (e) any changes that increase or decrease the number of bedrooms in the Home must be approved by CCHC, as they affect the affordability of the Home; (f) the construction of in-ground swimming pools is not permitted.

For any construction requiring CCHC’s prior written consent, Homeowner shall submit a written request to CCHC. Such request shall include:

a) a written statement of the reasons for undertaking the construction;

b) a set of drawings (floor plan and elevations) showing the dimensions of the proposed construction;

c) a list of the necessary materials, with quantities needed;

d) a statement of who will do the work;

If CCHC finds it needs additional information it shall request such information from Homeowner within two weeks of receipt of Homeowner’s request. CCHC then, within two weeks of receiving all necessary information (including any additional information it may have requested) shall give Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, Homeowner shall provide CCHC with copies of all necessary building permits, if not previously provided.

7.4 HOMEOWNER MAY NOT ALLOW STATUTORY LIENS TO REMAIN AGAINST LEASED LAND OR HOME: No lien of any type shall attach to CCHC’s title to the Leased Land. Homeowner shall not permit any statutory or similar lien to be filed against the Leased Land or the Home which remains more than 60 days after it has been filed. Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If Homeowner fails to discharge such lien within the 60-day period, then Homeowner shall immediately notify CCHC of such failure. CCHC shall have the right to discharge the lien by paying the amount in question. Homeowner may, at Homeowner’s expense, contest the validity of any such asserted lien, provided Homeowner has furnished a bond or other acceptable surety in an amount sufficient to release the Leased Land from such lien. Any amounts paid by CCHC to discharge such liens shall be treated as an additional Lease Fee payable by Homeowner upon demand.

7.5 HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS: Homeowner hereby assumes responsibility for furnishing all services or facilities for or on the Leased Land, including but not limited to heat, electricity, air conditioning water, lawn care, landscaping, and snow removal. CCHC shall not be required to furnish any services or facilities or to make any repairs to the Home. Homeowner shall maintain the Home and Leased Land as required by Section 4.2 above and shall see that all necessary repairs and replacements are accomplished when needed.
7.6 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CCHC, WHICH SHALL REIMBURSE HOMEOWNER:
Upon the expiration of this Lease, ownership of the Home shall revert to CCHC. Upon thus assuming title to the Home, CCHC shall promptly pay Homeowner and Permitted Mortgagee(s), as follows:
FIRST, CCHC shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by Homeowner;
SECOND, CCHC shall pay the Homeowner the Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any payments made to any Permitted Mortgagee(s) as specified in this Section 7.7, any unpaid Lease Fee and any other amounts owed to CCHC under the terms of this Lease. The Homeowner shall be responsible for any costs necessary to clear any additional liens or other charges related to the Home which may be assessed against the Home. If the Homeowner fails to clear such liens or charges, the balance due the Homeowner shall also be reduced by the amount necessary to release such liens or charges, including reasonable attorney’s fees incurred by CCHC.

ARTICLE 8: Financing

8.1 HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT CCHC’s PERMISSION: The Homeowner may mortgage the Home only with the written permission of CCHC. Any mortgage or deed of trust permitted in writing by CCHC is defined as a Permitted Mortgage, and the holder of such a mortgage or deed of trust is defined as a Permitted Mortgagee.

8.2 BY SIGNING LEASE, CCHC GIVES PERMISSION FOR ORIGINAL MORTGAGE: By signing this Lease, CCHC gives written permission for any mortgage or deed of trust signed by the Homeowner effective on the day this Lease is signed for the purpose of financing Homeowner’s purchase of the Home.

8.3 HOMEOWNER MUST GET SPECIFIC PERMISSION FOR REFINANCING OR OTHER SUBSEQUENT MORTGAGES: If, at any time subsequent to the purchase of the Home and signing of the Lease, the Homeowner seeks a loan that is to be secured by a mortgage on the Home (to refinance an existing Permitted Mortgage or to finance home repairs or for any other purpose), Homeowner must inform CCHC, in writing, of the proposed terms and conditions of such mortgage loan at least 15 business days prior to the expected closing of the loan. The information to be provided to CCHC must include:
   a. the name of the proposed lender;
   b. Homeowner’s reason for requesting the loan;
   c. the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any;
   d. expected closing costs;
   e. the rate of interest;
   f. the repayment schedule;
   g. a copy of the appraisal commissioned in connection with the loan request.
   CCHC may also require Homeowner to submit additional information. CCHC will not permit such a mortgage loan if the loan increases Homeowner’s total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below, or if the terms of the transaction otherwise threaten the interests of either the Homeowner or CCHC, unless CCHC chooses to lower or waive this requirement.

8.4 A PERMITTED MORTGAGE MUST CONTAIN THE PROVISIONS OF THE EXHIBIT PERMITTED MORTGAGES: Any Permitted Mortgage and related documentation shall include the requirements stated in “Exhibit: Permitted Mortgages, Part A, Obligations of Permitted Mortgagee,” or CCHC’s provided STANDARD PERMITTED MORTGAGE RIDER signed by the Homeowner and Permitted Mortgagee shall be recorded with the Mortgagee’s standard Mortgage; unless these particular requirements are removed, contradicted or modified by a Lease Rider signed by the Homeowner and CCHC to modify the terms of the Lease during the term of the Permitted Mortgage.

8.5 A PERMITTED MORTGAGEE HAS CERTAIN RIGHTS UNDER THE LEASE: Any Permitted Mortgagee shall have all of the rights and protections stated in “Exhibit: Permitted Mortgages, Part B, Rights of Permitted Mortgagee,” which is made a part of this Lease by reference.
8.6 IN THE EVENT OF FORECLOSURE, ANY PROCEEDS IN EXCESS OF THE PURCHASE OPTION PRICE WILL GO TO CCHC: Homeowner and CCHC recognize that it would be contrary to the purposes of this agreement if Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, Homeowner hereby irrevocably assigns to CCHC all net proceeds of sale of the Home that would otherwise have been payable to Homeowner and that exceed the amount of net proceeds that Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.10 below. Homeowner authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to CCHC. If, for any reason, such excess amount is paid to Homeowner, Homeowner hereby agrees to promptly pay such amount to CCHC.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 HOMEOWNER ASSUMES ALL LIABILITY: Homeowner assumes all responsibility and liability related to Homeowner’s possession, occupancy and use of the Leased Land.

9.2 HOMEOWNER MUST DEFEND CCHC AGAINST ALL CLAIMS OF LIABILITY: Homeowner shall defend, indemnify and hold CCHC harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Land. Homeowner waives all claims against CCHC for injury or damage on or about the Leased Land. However, CCHC shall remain liable for injury or damage due to the grossly negligent or intentional acts or omissions of CCHC or CCHC’s agents or employees.

9.3 HOMEOWNER MUST REIMBURSE CCHC: In the event CCHC shall be required to pay any sum that is the Homeowner’s responsibility or liability, the Homeowner shall reimburse CCHC for such payment and for reasonable expenses caused thereby.

9.4 HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND: Homeowner shall, at Homeowner’s expense, keep the Home continuously insured against “all risks” of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Home, and in any event in an amount that will not incur a coinsurance penalty. The amount of such insured replacement value must be approved by CCHC prior to the commencement of the Lease. Thereafter, if CCHC determines that the replacement value to be insured should be increased, CCHC shall inform the Homeowner of such required increase at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. If Homeowner wishes to decrease the amount of replacement value to be insured, Homeowner shall inform CCHC of the proposed change at least 30 days prior to the time such change would take effect. The change shall not take effect without CCHC’s approval.

    Should the Home lie in a flood hazard zone as defined by the National Flood Insurance Plan, the Homeowner shall keep in full force and effect flood insurance in the maximum amount available.

    The Homeowner shall also, at its sole expense, maintain in full force and effect public liability insurance using ISO Form HO 00 03 or its equivalent in the amount of $500,000 per occurrence and in the aggregate. CCHC shall be named as an additional insured using ISO Form HO 04 41 or its equivalent, and copies of the policy and all policy renewals will be provided to both Homeowner and CCHC. The policy will also contain an endorsement providing that it will not be cancelled, reduced in amount or otherwise modified by the insurance carrier without at least thirty (30) days’ prior written notice to CCHC. CCHC will be entitled to participate in the settlement or adjustment of any losses covered by the policies of insurance. The dollar amounts of such coverage may be increased from time to time at CCHC’s request but not more often than once in any one-year period. CCHC shall inform the Homeowner of such required increase in coverage at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. The amount of such increase in coverage shall be based on current trends in homeowner’s liability insurance coverage in the area in which the Home is located.

9.5 WHAT HAPPENS IF HOME IS DAMAGED OR DESTROYED: Except as provided below, in the event of fire or other damage to the Home, Homeowner shall take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Homeowner shall also promptly take all steps necessary to assure that the Leased Land is safe and that the damaged Home does not constitute a danger to persons or property.
If Homeowner, based on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then Homeowner shall notify CCHC of this problem, and CCHC may then help to resolve the problem. Methods used to resolve the problem may include efforts to increase the available insurance proceeds, efforts to reduce the cost of necessary repairs, efforts to arrange affordable financing covering the costs of repair not covered by insurance proceeds, and any other methods agreed upon by both Homeowner and CCHC.

If Homeowner and CCHC cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then Homeowner may give CCHC written notice of intent to terminate the Lease. The date of actual termination shall be no less than 60 days after the date of Homeowner’s notice of intent to terminate. Upon termination, any insurance proceeds payable to Homeowner for damage to the Home shall be paid as follows.
FIRST, to the expenses of their collection;
SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);
THIRD, to the expenses of enclosing or razing the remains of the Home and clearing debris;
FOURTH, to CCHC for any amounts owed under this Lease;
FIFTH, to the Homeowner, up to an amount equal to the Purchase Option Price, as of the day prior to the loss, less any amounts paid with respect to the second, third, and fourth clauses above;
SIXTH, the balance, if any, to CCHC.

9.6 WHAT HAPPENS IF SOME OR ALL OF THE LAND IS TAKEN FOR PUBLIC USE: If all of the Leased Land is taken by eminent domain or otherwise for public purposes, or if so much of the Leased Land is taken that the Home is lost or damaged beyond repair, the Lease shall terminate as of the date when Homeowner is required to give up possession of the Leased Land. Upon such termination, the entire amount of any award(s) paid shall be allocated in the way described in Section 9.5 above for insurance proceeds.

In the event of a taking of a portion of the Leased Land that does not result in damage to the Home or significant reduction in the usefulness or desirability of the Leased Land for residential purposes, then any monetary compensation for such taking shall be allocated entirely to CCHC.

In the event of a taking of a portion of the Leased Land that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, then the damage shall be treated as damage is treated in Section 9.5 above, and monetary compensation shall be allocated as insurance proceeds are to be allocated under Section 9.5.

9.7 IF PART OF THE LAND IS TAKEN, THE LEASE FEE MAY BE REDUCED: In the event of any taking that reduces the size of the Leased Land but does not result in the termination of the Lease, CCHC shall reassess the fair rental value of the remaining Land and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed the monthly fair rental value of the Land for use as restricted by the Lease.

9.8 IF LEASE IS TERMINATED BY DAMAGE, DESTRUCTION OR TAKING, CCHC WILL TRY TO HELP HOMEOWNER BUY ANOTHER CCHC HOME: If this Lease is terminated as a result of damage, destruction or taking, CCHC shall take reasonable steps to allow Homeowner to purchase another home on another parcel of leased land owned by CCHC if such home can reasonably be made available. If Homeowner purchases such a home, Homeowner agrees to apply any proceeds or award received by Homeowner to the purchase of the home. Homeowner understands that there are numerous reasons why it may not be possible to make such a home available, and shall have no claim against CCHC if such a home is not made available.

ARTICLE 10: Transfer of the Home

10.1 INTENT OF THIS ARTICLE IS TO PRESERVE AFFORDABILITY: Homeowner and CCHC agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for lower income households and expand access to homeownership opportunities for such households.

10.2 HOMEOWNER MAY TRANSFER HOME ONLY TO CCHC OR QUALIFIED PERSONS: Homeowner may transfer the Home only to CCHC or an Income-Qualified Person as defined below or otherwise only as explicitly
permitted by the provisions of this Article 10. All such transfers are to be completed only in strict compliance with this Article 10. Any purported transfer that does not follow the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void.

“Income-Qualified Person” shall mean a person or group of persons whose household income does not exceed 80 percent (80%) of the median household income for the applicable Standard Metropolitan Statistical Area or County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF HOMEOWNER: If Homeowner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of Homeowner’s estate shall notify CCHC within ninety (90) days of the date of the death. Upon receiving such notice CCHC shall consent to a transfer of the Home and Homeowner’s rights to the Leased Land to one or more of the possible heirs of Homeowner listed below as “a,” “b,” or “c,” provided that a Letter of Agreement and a Letter of Attorney’s Acknowledgment (as described in Article 1 above) are submitted to CCHC to be attached to the Lease when it is transferred to the heirs.

   a) the spouse (including parties to a civil union) of the Homeowner; or
   b) the child or children of the Homeowner; or
   c) member(s) of the Homeowner’s household who have resided in the Home for at least one year immediately prior to Homeowner’s death.

Any other heirs, legatees or devisees of Homeowner, in addition to submitting Letters of Agreement and Attorney’s Acknowledgment as provided above, must demonstrate to CCHC’s satisfaction that they are Income-Qualified Persons as defined above. If they cannot demonstrate that they are Income-Qualified Persons, they shall not be entitled to possession of the Home but must transfer the Home in accordance with the provisions of this Article 10.

10.4 HOMEOWNER’S NOTICE OF INTENT TO SELL: In the event that Homeowner wishes to sell Homeowner’s Property, Homeowner shall notify CCHC in writing of such wish (the Intent-to-Sell Notice). This Notice shall include a statement as to whether Homeowner wishes to recommend a prospective buyer as of the date of the Notice.

10.5 AFTER RECEIVING NOTICE, CCHC SHALL COMMISSION AN APPRAISAL: No later than ten (10) days after CCHC’s receipt of Homeowner’s Intent-to-Sell Notice, CCHC shall commission a market valuation of the Leased Land and the Home (The Appraisal) to be performed by a duly licensed appraiser who is acceptable to CCHC and Homeowner. Homeowner shall pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Leased Land and Home were held in fee simple absolute by a single party, disregarding all of the restrictions of this Lease on the use, occupancy and transfer of the property. The Appraisal shall state the values contributed by the Leased Land and by the Home (consisting of improvements only) as separate amounts. Copies of the Appraisal are to be provided to both CCHC and Homeowner.

10.6 CCHC HAS AN OPTION TO PURCHASE THE HOME: Upon receipt of an Intent-to-Sell Notice from Homeowner, CCHC shall have the option to purchase the Home at the Purchase Option Price calculated as set forth below. The Purchase Option is designed to further the purpose of preserving the affordability of the Home for succeeding Income-Qualified Persons while taking fair account of the investment by the Homeowner.

   If CCHC elects to purchase the Home, CCHC shall exercise the Purchase Option by notifying Homeowner, in writing, of such election (the Notice of Exercise of Option) within forty-five (45) days of the receipt of the Appraisal, or the Option shall expire. Having given such notice, CCHC may either proceed to purchase the Home directly or may assign the Purchase Option to an Income-Qualified Person.
The purchase (by CCHC or CCHC’s assignee) must be completed within sixty (60) days of CCHC’s Notice of Exercise of Option, or Homeowner may sell the Home and Homeowner’s rights to the Leased Land as provided in Section 10.7 below. The time permitted for the completion of the purchase may be extended by mutual agreement of CCHC and Homeowner.

Homeowner may recommend to CCHC a prospective buyer who is an Income-Qualified Person and is prepared to submit Letters of Agreement and Attorney’s Acknowledgement indicating informed acceptance of the terms of this Lease. CCHC shall make reasonable efforts to arrange for the assignment of the Purchase Option to such person, unless CCHC determines that its charitable mission is better served by retaining the Home for another purpose or transferring the Home to another party.

10.7 IF PURCHASE OPTION EXPIRES, HOMEOWNER MAY SELL ON CERTAIN TERMS: If the Purchase Option has expired or if CCHC has failed to complete the purchase within the sixty-day period allowed by Section 10.6 above, Homeowner may sell the Home to any Income-Qualified Person for not more than the then applicable Purchase Option Price.

10.8 AFTER ONE YEAR CCHC SHALL HAVE POWER OF ATTORNEY TO CONDUCT SALE: If CCHC does not exercise its option and complete the purchase of Homeowner’s Property as described above, and if Homeowner (a) is not then residing in the Home and (b) continues to hold Homeowner’s Property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one year of the date of the Intent to Sell Notice, Homeowner does hereby appoint CCHC its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Lease, sell the property, and pay to the Homeowner the proceeds of sale, minus CCHC’s costs of sale and any other sums owed CCHC by Homeowner.

10.9 PURCHASE OPTION PRICE: In no event may the Improvements be sold for a price that exceeds the “Purchase Option Price.” The “Purchase Option Price” shall be the lesser of:

(a) The appraised value of the Improvements as set forth in Section 10.5 (“APPRAISAL”), or
(b) The amount that is affordable to a low to moderate income family as calculated herein:

(i) The applicable household size for the purpose of calculating the Purchase Option Price shall be based on the number of bedrooms as stated on Page 1 of this Ground Lease (unless modified pursuant to section 7.3 CONSTRUCTION) and the following schedule:

<table>
<thead>
<tr>
<th>Bedrooms</th>
<th>Household Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1 person household</td>
</tr>
<tr>
<td>1</td>
<td>2 person household</td>
</tr>
<tr>
<td>2</td>
<td>3 person household</td>
</tr>
<tr>
<td>3</td>
<td>4 person household</td>
</tr>
<tr>
<td>4</td>
<td>5 person household</td>
</tr>
<tr>
<td>5+</td>
<td>a household equal to the number of bedrooms plus 1 additional person</td>
</tr>
</tbody>
</table>

(ii) Determine the Area Median Income (AMI) based on household size. AMI shall be the Area Median Income reported annually for single persons and households of various size by the United States Department of Housing and Urban Development (HUD), or by any successor United States Government department, agency, or instrumentality, for the metropolitan statistical area in which the leased premises is located.

(iii) Multiply that AMI by five (5) percentage points less than the Income-Qualification percentage stated in the lease or as further restricted in Exhibit “RESTRICTIONS”. That is, if the Income-Qualification percentage is 80% (eighty percent), then the multiplier will be 75% (seventy-five percent).

(iv) Divide the result by twelve (12) to get a monthly gross income.
(v) Multiply the result by thirty percent (30%) to get the maximum permitted housing cost.
(vi) Subtract the monthly cost of property taxes, hazard insurance, mortgage insurance, association fees, and lease fee.
(vii) Calculate the mortgage principal that the remainder can amortize using the following criteria:
   a. The mortgage shall be a thirty year (“30-year”), fixed rate, fully amortizing loan.
   b. The interest rate shall be the current Freddie Mac’s Northeast Weekly 30-Year Fixed Mortgage Rate. If that rate is not available, the interest rate shall be determined by averaging the rate offered by the three largest mortgage lenders in the Metropolitan Statistical area in which the premises is located for such a mortgage assuming no discount points paid and no more than one origination point.
(viii) Assuming a 3% downpayment, the resulting mortgage amount divided by “0.97” shall equal the Purchase Option Price.

10.10 QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE: CCHC shall issue a new lease to any person who purchases the Home in accordance with the terms of this Article 10. The terms of such lease shall be the same as those of new leases issued to homebuyers at that time for land not previously leased by CCHC.

10.11 SELLER MAY BE CHARGED A TRANSFER FEE: In the event that Homeowner sells the home to a party other than CCHC (whether directly to such party or as a result of CCHC’s assignment of its Purchase Option to such party), the Homeowner, at the discretion of CCHC, may be charged a transfer fee to compensate CCHC for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than 6% of the Purchase Option Price.

ARTICLE 11: Default

11.1 DEFAULT BY HOMEOWNER: It will be an event of default if Homeowner fails to abide by any material term or condition in this Lease, or if Homeowner fails to pay the Ground Lease Fee or other charges required by the terms of this Lease, a permitted mortgage, or any relevant owner’s association declaration, or other monetary obligations for which a lien may be recorded against the Home or Leased Land, and the failure is not cured by Homeowner or a Permitted Mortgagee within sixty (60) days after notice of the failure is given by CCHC to Homeowner and Permitted Mortgagee. Subsequent to a first default on the part of Homeowner, it will be an event of default if Homeowner fails to cure such failures within thirty (30) days after notice of failure is given by CCHC to Homeowner and Permitted Mortgagee.

11.2 WHAT HAPPENS IF HOMEOWNER DEFAULTS AS A RESULT OF JUDICIAL PROCESS: It shall be an event of default if the estate hereby created is taken on execution or by other process of law, or if Homeowner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of Homeowner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home or Homeowner’s interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if Homeowner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

11.3 A DEFAULT (UNCURED VIOLATION) GIVES CCHC THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION:
a) TERMINATION: In the case of any of the events of default described above, CCHC may terminate this lease and initiate summary proceedings under applicable law against Homeowner, and CCHC shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Leased Land and Home and repossess the entire Leased Land and Home, and expel Homeowner and those claiming rights through Homeowner. In addition, CCHC shall have such additional rights and remedies to recover from Homeowner arrears of rent and damages from any preceding breach of any covenant of this Lease.

If CCHC elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to Article 8 above and the attached Exhibit: Permitted Mortgages) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire Homeowner’s interest in the Home and the Leased Land by foreclosure of its mortgage or otherwise.

b) EXERCISE OF OPTION: In the case of any of the events of default described above, Homeowner hereby grants to CCHC (or its assignee) the option to purchase the Home for the Purchase Option Price as such price is defined in Article 10 above. Within thirty (30) days after the expiration of any applicable cure period as established in Sections 11.1 or 11.2 above or within 30 days after any of the events constituting an Event of Default under Section 11.3 above, CCHC shall notify the Homeowner and the Permitted Mortgagee(s) of its decision to exercise its option to purchase under this Section 11.4(b). Not later than ninety (90) days after CCHC gives notice to the Homeowner of CCHC’s intent to exercise its option under this Section 11.4(a), CCHC or its assignee shall purchase the Home for the Purchase Option Price.

11.4 WHAT HAPPENS IF CCHC DEFAULTS: CCHC shall in no event be in default in the performance of any of its obligations under the Lease unless and until CCHC has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Homeowner to CCHC properly specifying CCHC’s failure to perform any such obligation.

ARTICLE 12: Mediation and Arbitration
12.1 Nothing in this Lease shall be construed as preventing the parties from utilizing any process of mediation or arbitration in which the parties agree to engage for the purpose of resolving a dispute.
12.2 Homeowner and CCHC shall each pay one half (50%) of any costs incurred in carrying out mediation or arbitration in which the parties have agreed to engage.

ARTICLE 13: General Provisions
13.1 HOMEOWNER’S MEMBERSHIP IN THE COMMUNITY HOUSING LAND TRUST OF RI: The Homeowner under this Lease shall automatically be a member of the Community Housing Land Trust of RI.

13.2 NOTICES: Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:
If to CCHC: Church Community Housing Corporation
Attn: Land Trust Administrator
50 Washington Square
Newport, RI 02840

with a copy to:

If to Homeowner:

All notices, demands and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

13.3 NO BROKERAGE: Homeowner warrants that it has not dealt with any real estate broker in connection with the purchase of the Home. If any claim is made against CCHC regarding dealings with brokers, Homeowner shall defend
CCHC against such claim with counsel of CCHC’s selection and shall reimburse CCHC for any loss, cost or damage which may result from such claim.

13.4 SEVERABILITY AND DURATION OF LEASE: If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Homeowner or CCHC against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that CCHC’s option to purchase and all other rights of both parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and shall be considered to be coupled with an interest.

13.5 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If the provisions of the purchase option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, CCHC shall nevertheless have a right of first refusal to purchase the Home at the highest documented bona fide purchase price offer made to Homeowner. Such right shall be as specified in Exhibit FIRST REFUSAL. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

13.6 WAIVER: The waiver by CCHC at any time of any requirement or restriction in this Lease, or the failure of CCHC to take action with respect to any breach of any such requirement or restriction, shall not be deemed to be a waiver of such requirement or restriction or with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Lease. CCHC may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by CCHC before being effective.

The subsequent acceptance of Lease Fee payments by CCHC shall not be deemed to be a waiver of any preceding breach by Homeowner of any requirement or restriction in this Lease, other than the failure of the Homeowner to pay the particular Lease Fee so accepted, regardless of CCHC’s knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

13.7 CCHC’S RIGHT TO PROSECUTE OR DEFEND: CCHC shall have the right, but shall have no obligation, to prosecute or defend, in its own or the Homeowner’s name, any actions or proceedings appropriate to the protection of its own or Homeowner’s interest in the Leased Land. Whenever requested by CCHC, Homeowner shall give CCHC all reasonable aid in any such action or proceeding.

13.8 CONSTRUCTION: Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

13.9 HEADINGS AND TABLE OF CONTENTS: The headings, subheadings and table of contents appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

13.10 PARTIES BOUND: This Lease sets forth the entire agreement between CCHC and Homeowner with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by CCHC and Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

13.11 GOVERNING LAW: This Lease shall be interpreted in accordance with and governed by the laws of the State of Rhode Island. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against CCHC or Homeowner.

13.12 RECORDING: The parties agree, as an alternative to the recording of this Lease, to execute a so-called Notice of Lease or Short Form Lease in form recordable and complying with applicable law and reasonably satisfactory to CCHC’s attorneys. In no event shall such document state the rent or other charges payable by Homeowner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.
IN WITNESS WHEREOF, the parties have executed this lease at Newport, RI on the day and year first above written.

____________________  By: _________________________________
Witness

Robert M. Sabel, Treasurer, Board of Directors,
Church Community Housing Corporation
Its duly authorized agent

____________________  By: _________________________________
Witness

______, Homeowner

____________________  By: _________________________________
Witness

______, Homeowner

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

On this the _____ day of __________, ____, before me personally appeared the above named Treasurer and Board Member, Robert M. Sabel, to me known and known by me to be the party executing the foregoing instrument, and acknowledged said instrument by him executed as his free act and deed and the free act and deed of said corporation.

Notary:
My commission expires:

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

On this the ____ day of __________, ____, before me personally appeared the above named ____ to me known and known by me to be the parties executing the foregoing instrument, and they each acknowledged said instrument by them executed to be their free act and deed, individually and jointly.

Notary:
My commission expires:
**Letter of Agreement**

To: Church Community Housing Corporation (CCHC)

Date:

This letter is given to CCHC to become an exhibit to a Lease between CCHC and me. I will be leasing a parcel of land from CCHC and will be buying the home that sits on that parcel of land. I will therefore become what is described in the Lease as “the Homeowner.”

My legal counsel, ________, Esq., has explained to me the terms and conditions of the Lease and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as a CCHC homeowner, now and in the future. In particular I understand and agree with the following points.

One of the goals of CCHC is to keep CCHC homes affordable for lower income households from one CCHC homeowner to the next. I support this goal as a CCHC homeowner and as a member of CCHC.

The terms and conditions of my Lease will keep my home affordable for future “income-qualified persons” (as defined in the Lease). If and when I want to sell my home, the lease requires that I sell it either to CCHC or to another income-qualified person. The terms and conditions of the lease also limit the price for which I can sell the home, in order to keep it affordable for such income-qualified persons.

It is also a goal of CCHC to promote resident ownership of CCHC homes. For this reason, my Lease requires that, if I and my family move out of our home permanently, we must sell it. We cannot continue to own it as absentee owners.

I understand that I can leave my home to my child or children or other members of my household and that, after my death, they can own the home for as long as they want to live in it and abide by the terms of the Lease, or they can sell it on the terms permitted by the Lease.

As a CCHC homeowner and a member of CCHC, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to me and others.

Sincerely,

_________________________________, Homeowner

**Letter of Attorney’s Acknowledgment**

I, ____________, have been independently employed by ____________ (hereinafter “the Client”) who intends to purchase a house and other Home (the “Home”) on land to be leased from Church Community Housing Corporation. The house and land are located at 91 Carr Lane, Jamestown, RI.

In connection with the contemplated purchase of the Home and the leasing of the land, I reviewed with the Client the following documents:

a) this Letter of Attorney’s Acknowledgment and a Letter of Agreement from the Client;

b) a proposed Deed conveying the Home to the Client;

c) a proposed Ground Lease conveying the “Leased Land” to the Client;

d) other written materials provided by CCHC.

The Client has received full and complete information and advice regarding this conveyance and the foregoing documents. In my review of these documents my purpose has been to reasonably inform the Client of the present and foreseeable risks and legal consequences of the contemplated transaction.

The Client is entering the aforesaid transaction in reliance on her own judgment and upon her investigation of the facts. The advice and information provided by me was an integral element of such investigation.

Name:                   Date:
Firm/Address:
Exhibit: BILL OF SALE
Exhibit: PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the Lease. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements unless the particular requirement is removed, contradicted or modified by a rider to this Lease signed by the Homeowner and CCHC to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to CCHC. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the “cure period”), CCHC shall have the right to cure the default on the Homeowner’s behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.

2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify CCHC of its intention to do so, and CCHC shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.

3. If the Permitted Mortgagee acquires title to the Home through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give CCHC written notice of such acquisition and CCHC shall then have an option to purchase the Home from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, CCHC must give written notice to the Permitted Mortgagee of CCHC’s intent to purchase the Home within thirty (30) days following CCHC’s receipt of the Permitted Mortgagee’s notice. CCHC must then complete the purchase of the Home within sixty (60) days of having given written notice of its intent to purchase. If CCHC does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Home to another person.

4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on CCHC’s interest in the Leased Land, or as assigning any form of liability to CCHC with regard to the Leased Land, the Home, or the Permitted Mortgage.

5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering CCHC or any subsequent Mortgagee of CCHC’s interest in this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.

6. The Permitted Mortgagee shall not look to CCHC or CCHC’s interest in the Leased Land, but will look solely to Homeowner, Homeowner’s interest in the Leased Land, and the Home for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that CCHC’s consent to such the Permitted Mortgage shall be without any liability on the part of CCHC for any deficiency judgment.)

7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of ARTICLE 9 hereof.

8. CCHC shall not be obligated to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 8.6 of the Lease to which this Exhibit is attached shall be as set forth below.

1. Any Permitted Mortgagee shall, without further consent by CCHC, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Homeowner by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume personal liability for the payment and performance of the obligations of the Homeowner under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession
of the Home and Leased Land. In the event Permitted Mortgagee does take possession of the Home and Leased Land and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both CCHC and Homeowner are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors’ rights, CCHC shall enter into a new lease for the Leased Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to CCHC’s approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to CCHC for such new lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Homeowner thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Land as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by CCHC, Homeowner and the Permitted Mortgagee.

5. CCHC shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that CCHC sends a notice of default under the Lease to Homeowner, CCHC shall also send a notice of Homeowner’s default to Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 14.2 of the Lease to the Permitted Mortgagee at the address which has been given by the Permitted Mortgagee to CCHC by a written notice to CCHC sent in the manner set forth in said Section 14.2 of the Lease.

7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 10, Sections 10.1 through 10.11 shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8. Before becoming effective, any amendments to this Lease must be approved in writing by Permitted Mortgagee, which approval shall not be unreasonably withheld. If Permitted Mortgagee has neither approved nor rejected a proposed amendment within 60 days of its submission to Permitted Mortgagee, then the proposed amendment shall be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE RIDER. A Standard Permitted Mortgage RIDER, as identified in Section 8.4 of this Lease, shall be written as follows, and shall be signed by Mortgagee and Homeowner.

STANDARD PERMITTED MORTGAGE RIDER

This Rider is made on this ______ day of ______, ______ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the “Mortgage”) of the same date given by the undersigned (the “Borrower”, whether there are one or more persons undersigned) to secure Borrower’s note to Rhode Island Housing and Mortgage Finance Corporation, (the “Lender”) of the same date and covering the leasehold estate and improvements thereon described on Exhibit A of the Mortgage (the “Property”), which is located at:

91 Carr Lane, Jamestown, RI 02835

WHEREAS, the undersigned has acquired the leasehold estate and improvements from The Church Community Housing Corporation; and

WHEREAS The Church Community Housing Corporation is a not for profit Corporation under the Rhode Island General Laws and is organized exclusively as a perpetual Corporation for purposes including: development and preservation of decent, affordable housing for low and moderate income people in the Newport County area; the promotion of neighborhood stability and improvement in low-income communities in the Newport County area; and the
creation of home ownership opportunities for low and moderate income people, who otherwise would be denied such opportunities because of limited financial resources;

WHEREAS, the goal of The Church Community Housing Corporation is to stimulate the conveyance of decent, affordable housing among low and moderate income people by providing access for such people to land at affordable prices through the long-term leasing of land under said housing; and

WHEREAS, the improvements and leased premises described in the above referenced mortgage have been acquired and are being leased by The Church Community Housing Corporation to the undersigned in furtherance of these charitable purposes; and

WHEREAS, the undersigned shares the purposes and goals of The Church Community Housing Corporation and has agreed to enter into the aforesaid lease not only to obtain the benefits of decent and affordable housing for themselves, but also to further the non-profit purposes of The Church Community Housing Corporation; and

WHEREAS, it is mutually understood and accepted by The Church Community Housing Corporation and the undersigned that the terms and conditions set forth herein further the parties’ shared goal of preserving access to land and the availability of decent, affordable housing and home ownership opportunities for low and moderate income people over an extended period of time and through a succession of owners;

IT IS HEREBY AGREED THAT

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree that the Mortgage is hereby amended to incorporate by reference the terms and conditions relating to the financing, transfer, sale or disposition of improvements of the Ground Lease between the Borrower, as Homeowner and The Church Community Housing Corporation, a Rhode Island corporation, as Lessor, dated __________, 20___ and recorded prior hereto at Book _____ Page ___ of the land evidence records of the city/town in which the Property is located. Borrower and Lender further covenant and agree that if the terms and conditions of the Mortgage shall vary from the terms and conditions of the Ground Lease referred to above and incorporated in the Mortgage by reference herein, then the terms and conditions of said Ground Lease shall prevail.

Owner: __________________________________
Bank: ________________________________

STATE OF RHODE ISLAND
COUNTY OF NEWPORT, SC.
In Newport, on the ______ day of ______, __ before me personally appeared _________________ to me known and known by me to be the party executing the foregoing instrument, and they acknowledged the same to be their free act and deed.

____________________________________
Notary:
My Commission Expires: __________

STATE OF RHODE ISLAND
COUNTY OF NEWPORT, SC.
In Newport, on the ______ day of ______, __ before me personally appeared _________________, acting as _________________ for Rhode Island Housing to me known and known by me to be the party executing the foregoing instrument in such capacity, and he/she acknowledged the same to be his/her free act and deed and the free act and deed of ________________________________.

____________________________________
Notary:
My Commission Expires: __________
Whenever any party under the Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale ("Offering Party") shall within the term of the Lease receive a bona fide third party offer to purchase the property which such Offering Party is willing to accept, the holder of the right of first refusal (the "Holder") shall have the following rights:

a) Offering Party shall give written notice of such offer ("the Notice of Offer") to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer ("the Election Period") within which to exercise the right of first refusal by giving notice of intent to purchase the property ("the Notice of Intent to Purchase") for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.

b) If Holder exercises the right to purchase the property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.

c) Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party's right so to sell shall end, and all of the foregoing provisions of this section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the purchaser shall purchase subject to the Holder having a renewed right of first refusal in said property.
Parcel ID: 4-115
TOWN OF JAMESTOWN
44 SOUTHWEST AVENUE
JAMESTOWN, RI 02835

Parcel ID: 4-17
CARR HOMESTEAD FOUNDATION INC
C/O MOLLY DUFOUR
4046 MULBERRY LANE
SACRAMENTO CA 95822

Parcel ID: 4-24
RADORICKY BERNARD F JR ET
OHALA MORGAN WINSTAR TE
121 CARR LANE
JAMESTOWN RI 02835

Parcel ID: 4-32
WYNN, SCOTT W. & SUSAN H.
16 ALLSTON STREET
CHARLESTOWN MA 02129

Parcel ID: 4-47
TOWN OF JAMESTOWN
93 NARRAGANSETT AVENUE
JAMESTOWN RI 02835

Parcel ID: 4-52
TOWN OF JAMESTOWN
53 NARRAGANSETT AVENUE
JAMESTOWN RI 02835

Parcel ID: 4-85
ROBERTSON, PAUL A TRUST
109 CARR LANE
JAMESTOWN, RI 02835

Parcel ID: 4-91
FADDEN, ROBERT L ET UX SUSAN
C/O SUSAN FADDEN
66 CARR LANE
JAMESTOWN RI 02835
To w n  o f  J a m e s t o w n ,  R I  

S u b d i v i s i o n  a n d  L a n d  D e v e l o p m e n t  A p p l i c a t i o n

Please complete all areas of this application in either black or blue ink only. Illegible or incomplete applications will be returned to the applicant. Please submit all supporting documentation as required by the appropriate checklists: failure to do so may result in the application being delayed or denied.

Application Date: ________________  Application must be submitted 3 weeks prior to meeting

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<th>APPLICATION TYPE*</th>
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*If the development requires waivers or modifications it must be reviewed as a major subdivision.

Please use the Comprehensive Permit Application if developing under the Low and Moderate Income Housing Act (RIGL 45-53)

---

**CONTACT INFORMATION**

Applicant

Name: Church Community Housing Corporation

Address: 50 Washington Square

City: Newport  State: RI  Zip Code: 02840

Phone: (401) 846-5114  Email: cbelden@cchcnewport.org

Owner (if different than above)

Name: Town of Jamestown  Attn: Jamie Hainsworth, Town Administrator

Address: 93 Narragansett Avenue

City: Jamestown  State: RI  Zip Code: 02835

Phone: (401) 423-7210  Email: jhainsworth@jamestownri.net

Preparers of Plans (list all, use separate paper if necessary)

Name: Darveau Land Surveyings, Inc.

Address: PO Box 7918

City: Cumberland  State: RI  Zip Code: 02864

Phone: (401) 475-5700  Email: mike@darveausurvey.com

Attorney

Name: Kelly, Souza, & Parmenter, PC

Address: 128 Dorrance St. Suite 300

City: Providence  State: RI  Zip Code: 02864

Phone: (401) 490-7334  Email: mkelly@ksrplaw.com
Name of Development/Subdivision: 91 Carr Lane
Assessor's Plat/Lot Number(s): Plat 4 Lot 52
Existing Land Use(s): Single Family Residential / Conservation
Frontage Road(s) / Street Address: 91 Carr Lane
Current Zoning (indicate all): RR, 200
Total Acreage of Property (indicate all): 1.357 acres
Minimum Lot Size Required by Zoning: 200,000 sq ft
Number of Proposed Lots: 3
Number of Proposed Dwelling Units: 3
Square Footage of Proposed Commercial Space: 0
Other (specify): 

Zoning Board Approvals Required?  x yes  x no  x Variance  x Special Use Permit
Obtained?  x yes  x no
Explain:

Comprehensive Plan Amendment Required?  x yes  x no
Obtained?  x yes  x no
Area identified in Comprehensive Plan as:
Explain:

Zone Change Required?  x yes  x no
Obtained?  x yes  x no
Explain:

Area of development considered land unsuitable for development: n/a

Requesting town water (see Water Service Area map)?  x yes  x no  x In Urban Water Service Area
Private or public road system proposed within subdivision: 

Attest: The information provided on this application is true and accurate
Applicant's Signature: 
Date: 06/14/2023
Owner's Signature: 
Date: 06/23/22
MAJOR LAND DEVELOPMENTS AND MAJOR SUBDIVISIONS

PRELIMINARY PLAT CHECKLIST # 6

1. Preliminary plat map(s). The applicant shall submit to the administrative officer at least THREE copies of the preliminary site plans drawn to a scale of one inch to 40 feet. The scale may be modified with the permission of the administrative officer. Each sheet shall be no larger than 24 inches by 36 inches, and a sufficient number of sheets shall be included to clearly show all of the information required. Sheets shall be numbered sequentially (e.g., sheet 1 of 3, 2 of 3, etc.). Plans shall include a certification that all plans and improvements conform to all existing and amended standards of the State of Rhode Island and Providence Plantations, Commission of Registration for Professional Engineers and Commission of Registration of Land Surveyors.

A. [All maps.] All maps required by this checklist shall show the following information (if applicable):

1. ___ Name of the proposed subdivision, including phase number
2. ___ Name(s) and address(s) of property owner(s) and applicant(s)
3. ___ Name, address and telephone number of engineer, land surveyor, architect or landscape architect
4. ___ Date of plan preparation, with revision date(s) (if any)
5. ___ Graphic scale and true north arrow
6. ___ Plat and lot number(s) of the parcel being subdivided
7. ___ Zoning district(s) of the parcel being subdivided. If more than one district, zoning boundary lines must be shown
8. ___ Perimeter boundary lines of the subdivision or phase, drawn so as to distinguish them from other property lines
9. ___ Location and dimensions of existing property lines, easements and rights-of-way within or immediately adjacent to the parcel being subdivided
10. ___ Location, width and names of existing streets within and immediately adjacent to the parcel being subdivided
11. ___ Names of abutting property owners and property owners immediately across any adjacent streets
B. [Existing conditions map.] An existing conditions map(s) to show the following:

1. __ Date of the existing conditions shown
2. __ Area of the parcel being subdivided
3. __ Location of wooded areas, open meadows, significant wildlife habitats, tree lines, hedgerows and/or stone walls and notation of existing ground cover
4. __ Areas of agricultural use or potential use (article II)
5. __ Location of scenic views to, from or within the parcel(s)
6. __ Location of wetlands, watercourses or coastal features present on or within 200 feet of the perimeter of the subdivision parcel
7. __ Existing topography with minimum contour intervals of two feet
8. __ Location and approximate size of existing buildings or significant aboveground structures on or immediately adjacent to the subdivision
9. __ Location and dimension of all existing utilities within and immediately adjacent to the subdivision, including sewer, water, gas, electric, phone, cable TV, fire alarm, hydrants, utility poles, stormwater drainage facilities or other existing aboveground or underground utilities
10. __ Location of community landmarks, historic cemeteries, historic structures on or immediately adjacent to the subdivision parcel(s)
11. __ Base flood elevation data
12. __ Certification by a registered land surveyor that a perimeter survey of the land being subdivided has been performed and conforms to the survey requirements of these regulations

C. [Proposed conditions maps.] A proposed conditions map(s) to show the following:

1. __ Proposed improvements including streets, lots, lot lines, with approximate lot areas and dimensions shown. Proposed lot lines shall be drawn so as to distinguish them from existing lot lines
2. __ Location and dimension of all proposed utilities within and immediately adjacent to the subdivision, including sewer, water, gas, electric, phone, cable TV, fire alarm, hydrants, utility poles, street lights, stormwater drainage facilities or other proposed above or underground utilities
3. __ Grading plan to show proposed contours at two-foot intervals for all grading proposed for on-site and off-site street construction, drainage facilities and upon individual lots if part of proposed subdivision improvements
4. __ Landscape construction plan to show all significant proposed clearing of land, removal of existing vegetation, revegetation and/or planting on street rights-of-way and upon individual lots if part of proposed subdivision improvements
5. __ Soil erosion and sediment control plan
6. **x** Proposed street plan and profiles drawn at a scale of one inch = 40 feet horizontal and one inch = four feet vertical
7. **x** Street cross sections
8. **x** Proposed street names
9. **x** Proposed sidewalks or bike paths
10. **x** Proposed street trees, if required by the planning commission
11. **x** Proposed drainage plan and drainage calculations prepared by a registered professional engineer
12. **x** Location, dimension and area of any land proposed to be set aside as open space
13. **x** Location of proposed stump dumps
14. **x** Twenty copies of the proposed subdivision plan reduced to no larger than 11 inches × 17 inches
15. **x** Proposed structures, buildings, [and] recreational facilities

**D. Supporting materials.**

1. **x** Filing fee: $300.00, plus $50.00 per acre, plus required mailing and advertising expenses
2. **x** Written confirmation from the RI Department of the Environment pursuant to the department’s rules and regulations governing the enforcement of the Freshwater Wetlands Act, and any subsequent amendments thereto, that plans of the proposed subdivision, including any required off-site construction, have been reviewed and indicating that the Wetlands Act either does not apply to the proposed site alteration or that approval has been granted for the proposed site alteration
3. **x** Written approval of the proposed subdivision, including any required off-site construction, from the RI Coastal Resources Management Council in the form of an assent as provided in the Rhode Island Coastal Resources Management Program, or any subsequent amendments thereto
4. **n/a** Written confirmation that the Jamestown water department has reviewed the plan and is able to provide water service (if proposed)
   
   Date of letter ____
5. **n/a** A physical alteration permit (PAP) issued by the state department of transportation for any connection to or construction work within a state highway or other right-of-way (if necessary)
6. **x** Preliminary subdivision suitability determination by the [state] department of the environment for the use of individual sewage disposal systems (if proposed)
7. **n/a** Written confirmation that the town engineer has reviewed plans for proposed sewer service, and indicating whether sewer service is (is not) available and will (will not) be required

8. **x** The names and addresses of owners of all properties, agencies or communities requiring notification as required by these regulations

9. **x** Copies of return receipts for certified mail notices (above)

10. **x** Draft copies of all legal documents describing the property, proposed easements and rights-of-way, dedications, restrictions, open space use and maintenance plan or other required legal documents

   Specify (legal descriptions, purchase & sales agreement)

11. **n/a** Either of the following:
    a. _____ A letter stating it is the intent of the applicant to complete the required improvements prior to the planning commission's endorsement of the final plat; or
    b. _____ A letter requesting that security sufficient to cover the cost of required improvements as provided in article VII be set by the planning commission

12. _____ Initial amount set by commission _____
    Date _____

13. _____ Final written comments on the preliminary plan by the technical review committee, plus the following (provided by the administrative officer):

   A. _____ Planning department
   Date: _____

   B. _____ Public works director
   Date: _____

   D. _____ Building official
   Date: _____

   E. _____ Solicitor
   Date: _____

   F. _____ Conservation committee
   Date: _____

   G. _____ Other (specify) _____
   Date: _____
March 26, 2021

Ms. Rain Daugherty  
CDBG Program Director  
Church Community Housing Corporation  
50 Washington Square  
Newport, RI 02840

Re: Church Community Housing Corporation – EPA Sole Source Aquifer Review

Dear Ms. Daugherty:

This letter is in response to your request for review of the proposed community housing located at 91 Carr Lane in Jamestown, RI.

EPA Region 1 would like to thank you for forwarding the relevant reports, plot plans, and additional information for this project review. Thank you also for responding to the numerous follow up questions regarding this project.

Project Summary

The Town of Jamestown has subdivided the parcel at 91 Carr Lane into two new lots, one intended to preserve open space and protect the watershed, the other to create new affordable housing.

As noted in your email correspondence, the proposed project is a partnership between the Town of Jamestown and Church Community Housing Corporation (CCHC) for the purpose of achieving two goals: watershed protection and affordable housing development. The Town purchased a 6.9-acre parcel containing a single-family home and detached garage from the former owner using, in part, an open space grant from the Rhode Island Department of Environmental Management. Following acquisition, the Town entered an agreement with CCHC to subdivide the 1.36-acre upland portion of the parcel. The Town has completed that subdivision creating two lots: the 5.5-acre Conservation Parcel and the 1.36-acre parcel for housing development. CCHC is proposing to subdivide the 1.36-acre parcel into four new lots. New advanced denitrification on-site wastewater systems (OWTS) are proposed for each of the four lots along with four new wells to provide water.
In summary, the proposed project includes the development of four new residential units developed by CCHC in partnership with the Town of Jamestown.

**Sole Source Aquifer Review Requirements**

The proposed project will be built on Conanicut Island. Conanicut Island, also known as Jamestown, is a “Sole Source Aquifer,” located in Narragansett Bay, Rhode Island, and is referred to as the “Conanicut Island Sole Source Aquifer.” The Conanicut Island Sole Source Aquifer was designated on August 14, 2008. For more information about the aquifer: [https://www3.epa.gov/region1/eco/drinkwater/conanicutisland.html](https://www3.epa.gov/region1/eco/drinkwater/conanicutisland.html)

The project is receiving Federal financial assistance through the U.S. Department of Housing and Urban Development (HUD). EPA Region 1 is undertaking this Sole Source Aquifer Review since a portion of the funding for the project is being supplied by HUD.

EPA’s authority to review proposed projects within Sole Source Aquifers is from the Safe Drinking Water Act (SDWA), Section 1424(e) of the Act authorized in 1974. EPA defines a Sole Source Aquifer as one which supplies at least 50 percent of the drinking water consumed in the area overlying the aquifer. An area supplied by a Sole Source Aquifer has no alternative or feasible sources of drinking water that could replace the aquifer.

**Summary of Sole Source Aquifer Project Review**

*The project as proposed should not affect or endanger the drinking water quality of the Conanicut Sole Source Aquifer so long as:*

1. **No lubricants, fuels or solvents used in construction and any site development work are allowed to spill, infiltrate or degrade aquifer water quality.** EPA strongly recommends that a spill control and countermeasure plan (SPCC) be prepared by a contractor to mitigate any possible contamination of groundwater, especially for any excavation activities.

2. **Stormwater from the site is managed in compliance with the Rhode Island Stormwater Management Guidance document per the August 2019 Subdivision Plan.**

3. **Stormwater from the site is treated in accordance with the EPA National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities effective February 16, 2017.** The permit includes prohibitions for discharges of any toxic or hazardous substances, as well as conditions for Emergency Spill Notification. For more information, please refer to EPA’s website: [https://www.epa.gov/npdes/epas-2017-construction-general-permit-cgp-and-related-documents](https://www.epa.gov/npdes/epas-2017-construction-general-permit-cgp-and-related-documents)

It is anticipated that the project will disturb 1.276 acres. Given that the area of disturbance is more than one acre, the project owner/operator must also follow the proper stormwater construction permitting requirements required for new construction.
For additional information related to the EPA Stormwater Construction General Permit:

https://www.epa.gov/npdes-permits/npdes-stormwater-permit-program-new-england

https://www.epa.gov/npdes-permits/npdes-stormwater-permit-program-new-england#construction

Thank you for notifying us about this project. Please feel free to contact me at (617) 918-1817 or by email at jacobs.kira@epa.gov if you have any comments or questions regarding this determination.

Sincerely,

Kira Jacobs

Sole Source Aquifer Coordinator

EPA Region 1, Drinking Water Program
July 11, 2019

Town of Jamestown
c/o Lisa W. Bryer, Town Planner
93 Narragansett Avenue
Jamestown, RI 02835

Re: Application No. 19-0179 in reference to the location below:

Approximately 100 feet south of Carr Lane (at 91 Carr Lane), Utility Poles 7, 8, 9, approximately
1,000 feet east of its intersection with North Main Road, Assessor's Plat 4, Lots 47, 52, and 115,
Jamestown, RI.

Dear Ms. Bryer:

Kindly be advised that the Department of Environmental Management's ("DEM") Freshwater Wetlands
Program ("Program") has completed its review of your Request to verify the delineated edge of freshwater
wetlands. This review included an inspection of the above referenced property ("subject property") as
described by the site plans submitted with your application and received on June 7, 2019.

Based upon the Program's observations and review, it is our determination that freshwater wetlands are
present on the subject property. These freshwater wetlands are regulated by this Department and include,
but are not limited to, at least the following types:

    Swamp (A-series flags A1 – A28)
    Perimeter Wetland (that area of land within 50 feet of the edge of any bog, marsh, swamp, or pond)

The DEM has completed an inspection and review of the wetland edges delineated by you on-site. It is our
determination that those wetland edges delineated on-site are substantially accurate. Corrections and/or
modifications to the delineated edge are required, however, which include the following:

- Wetland flag A21 can be relocated 40 feet south
- Wetland flags A22 and A23 can be relocated to the existing stone wall south of their present
  location

This letter does not constitute an approval or permit for any proposed project on the subject property.
Pursuant to R.I. Gen. Laws § 2-1-21(a) of the Freshwater Wetlands Act and the Rules and Regulations
Governing the Administration and Enforcement of the Freshwater Wetlands Act, 250-RICR150-15-1, a
permit is required from this Program prior to the commencement of any activity which impacts or alters
freshwater wetlands.

This Program assumes that the edges of freshwater wetlands, as flagged or marked on site, have been
accurately surveyed and portrayed on site plans submitted in support of your application. This Program
makes no guarantee or representation that such survey is accurate.
In addition, you should note that freshwater wetlands are present on this property which may be regulated under Section 404 of the Clean Water Act (Federal Water Pollution Control Act, as amended 33 U.S.C. 1344). Accordingly, a permit may be required from the U.S. Army Corps of Engineers for alteration of these wetland areas.

In accordance with 250-RICR-150-15-1.8(C)(8), this verification of the delineated edge of freshwater wetlands is valid for a limited period of four (4) years from the date of issue. You are hereby advised that on July 10, 2015, significant revisions to the RI Freshwater Wetlands Act (R.I. Gen. Laws§ 2-1-18 et. seq.) were signed into law. These revisions modify, among other things, the “jurisdictional areas” recognized by the State of Rhode Island. The Department is currently in the process of amending the Rules. If you are contemplating a project on your property and submit the application prior to the promulgation of the revised Rules, you can expect the wetlands jurisdictional areas to correspond as described in this verification letter.

Any application submitted after promulgation of the Rules will be expected to conform to the then existing and duly promulgated Rules. While these changes will not affect the location of flagged wetland edges as verified in this letter, they may affect how activities located in adjacent jurisdictional upland areas will be regulated. You are advised, in the meantime, to monitor the rulemaking process, which will include opportunities for public input and comment.

Please contact Rene Legault of this Office telephone: (401-222-4700, ext. 7732) should you have any questions regarding this letter.

Sincerely,

Charles A. Horbert, Program Supervisor
Office of Water Resources
Freshwater Wetlands Program
CAH/RJL/rjl

ec: Michael R. Darveau, Darveau Land Surveying, Inc.
    Scott P. Rabideau, Natural Resource Services, Inc.
Mr. Jeffrey Willis  
Executive Director  
RI Coastal Resources Management Council  
4808 Tower Hill Road  
South Kingstown, RI  02979

Subject: PY’19 CDBG Funded Activity – 91 Carr Lane  
CRMC File #: 2021-01-079

In accordance with 24 CFR Part 58, the **Town of Jamestown** as Responsible Entity has determined that the above referenced CDBG activity is categorically excluded under 24 CFR Part 58.35(a)(1) or requires an environmental assessment under 24 CFR Part 58.36, and is subject to review by the RICRMC under Part 58.5(c), pursuant to CZMA Section 307(c) and (d). As the designated Certifying Officer for the Responsible Entity, I am requesting a consistency determination by the RICRMC for the proposed activity pursuant to 15 CFR Part 930 Subpart F. A project description and location map are attached hereto.

**Certification:**
The **Town of Jamestown** certifies that the proposed activity complies with the enforceable policies of the RICRMC and will be constructed in accordance with all applicable requirements of the Coastal Resources Management Program.

Signature ___________________________ Date 1/28/2021
Title

Please forward this document with comments to us at your earliest convenience. If you have questions regarding the proposed activity, please contact:

Sean Saunders, Deputy Director of Church Community Housing Corp., 50 Washington Square, 401-846-5114 x114, Ssaunders@cchcnewport.org

**Complete all information above and email this page, with attachments, to jboyd@crmc.ri.gov and jwillis@crmc.ri.gov**

Note: use electronic signature and transmit document electronically as a Word document to speed processing.

---

Reviewing Agency’s Comments (Use additional sheets if necessary) **No objection to federal CDBG financial assistance for conversion of single-family home to two condominiums located at 91 Carr Lane, Jamestown. The project is not located within the CRMC 200-foot coastal jurisdictional area nor within the CRMC Freshwater Wetlands in the Vicinity of the Coast jurisdictional area.**

Signature January 28, 2021

---
RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
ONSITE WASTEWATER TREATMENT SYSTEM CONSTRUCTION PERMIT
www.dem.ri.gov/septic
FOR RIDEUM USE ONLY

APPLICATION No. DATE RECEIVED AMOUNT RECEIVED $ CHECK # NOTE

TYPE OF APPLICATION (CHECK ALL THAT APPLY)
☐ NEW BUILDING CONSTRUCTION ☐ A/E TECHNOLOGY TYPE
☐ ALTERATION ☐ REVISE
☐ REPAIR ☐ DESIGN
☐ TRANSFER ☐ JOINT OWTS / WETLANDS PD

SITE INFORMATION
CARRIAGE LANE TANSTEAD 088-17
NO. STREET CITY/TOWN POLE #
PLAT NUMBER LOT NUMBER SUBDIVISION LOT NUMBER
4 52 A
LOT SIZE SF/ACRES
13,585
SUBDIVISION NAME
VIA
SUBDIVISION SITE SUITABILITY CERTIFICATION #

OWNER INFORMATION
TOWN OF JAMESTOWN CHURCH COMMUNITY HOUSING CORP.
LAST NAME FIRST NAME M.J.
NO. STREET CITY/TOWN ZIP CODE
50 WASHINGTON SQUARE NEWPORT, RI 02840

RIDEUM APPLICATION HISTORY
PREVIOUS SITE TESTING ☐ YES ☐ NO APPLICATION # 19-15-0709
DEPT TO APPROVED WATER TABLE 24" HOW DETERMINED NO EVALUATION
TEST HOLE #1 DATE EXCAVATED 4/13/19 WETLANDS WITHIN 200' OF OWTS ☐ YES ☐ NO
WETLAND DETERMINATION ☐ YES ☐ NO RIDEM FILE # 19-0719 DATE 7/11/19
LARGE SYSTEM ☐ YES ☐ NO OCV FILE # IF APPLICABLE

DESIGN INFORMATION
BUILDING USE ☐ Residential ☐ Other
WATER SUPPLY ☐ public water ☐ public well ☐ private well
# OF DESIGN UNITS 2 BEDROOMS ☐ FEB 11 2022
UNIT DESIGN FLOW 415 gallons per day (unit) TOTAL DAILY FLOW 345 gallons
TANK SIZE 1000 gallons DESIGN LOADING RATE 15 gpd/sf
MINIMUM REQUIRED LEACHFIELD AREA 230 square feet
LEACHFIELD TYPE 3-24' LONG GEOFAB TRENCHES
TOTAL AREA OF LEACHFIELD PROVIDED 234 square feet

CERTIFICATION
I, MICHAEL R. DAVIES (print), the undersigned licensed OWTS designer, certify that I prepared this application and accompanying forms, submit them, plans and sketches in accordance with the RULES of the RIDEM pertaining to OWTS and that all the information provided on this application and accompanying forms, submit them, plans and sketches is true and accurate.

Designer's Signature Date of Approval
Michael R. Davies Date of Expiration
License # D2146
Designer's Email Name of Business/Company: Land Surveying, Inc.
Mike Davies: info@landsurveyinginc.com Phone #: 401-475-5700

Owner's Phone Number: 401-846-5514
Owner's Email: CRIN@GCRINewport.ORG
Owner's Signature:

PERMIT APPROVAL SECTION: DO NOT WRITE BELOW THIS LINE

Based upon the representations of the owner and the owner's agents, including the representations of the owner's OWTS designer, and the truth and accuracy of all information submitted, this application for an OWTS is hereby approved. The RIDEM assumes no responsibility or liability for the future safe operation or maintenance of the aforesaid system, of the fitness or suitability of this system to this site, nor does it assume any responsibility for the accuracy and truth of the owner's, or the owner's agent's representations. This approval is subject to future suspension or revocation in the event that subsequent examination reveals any data or information or any other conditions of the site are such that the approved design is not in accordance with the RULES, or in the event the system discharges inadequately treated wastewater to waters of the state or fails to operate satisfactorily in any other manner.

IMPORTANT: Additional terms of approval as circled.
A. Bottom of leaching area excavation must be inspected by the RIDEM prior to placement of any gravel or stones.
B. System installation must be inspected by RIDEM prior to covering any component of the system with backfill.
C. Applicant shall comply with all requirements, conditions and stipulations of variance(s) approved on
D. Joint Permit: Designer of record must contact RIDEM prior to start of any site construction.
E. A/E Technology: additional installation, operation or maintenance requirements may apply (see A/E Technology Certification).
F. Copy of this form and Operation/Maintenance contract must be filed in land evidence records prior to conformance.
G. Proposed construction falls within "Coastal Zone". Contact Rhode Island Coastal Resources Management Council.
H. Proper erosion and sedimentation controls must be installed prior to start of construction.
I. Transfer: See original permit for all applicable conditions.

Signature of RIDEM Official Date of Approval Date of Expiration

Owner
RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
ONSITE WASTEWATER TREATMENT SYSTEM CONSTRUCTION PERMIT
www.dem.ri.gov/septic

FOR RIDEM USE ONLY

APPLICATION No. 2015-0165 DATE RECEIVED 2/1/15 AMOUNT RECEIVED $ 750 CHECK # A2771 NOTE 00

TYPE OF APPLICATION (CHECK ALL THAT APPLY)

☐ NEW BUILDING CONSTRUCTION
☐ ALTERATION
☐ REPAIR
☐ TRANSFER
☐ A/E TECHNOLOGY TYPE
☐ SEPTTech
☐ VARIANCE
☐ LI GEOMAT
☐ REDESIGN
☐ JOINT OWTS / WETLANDS PD

CERTIFICATION

I, Michael R. Danner, the undersigned licensed OWTS designer, certify that I prepared this application and accompanying forms, submittals, plans, and sketches in accordance with the RULES of the RIDEM pertaining to OWTS and that all the information provided on this application and accompanying forms, submittals, plans and sketches is true and accurate.

Designer’s Signature ____________________________ License # 0216

Designer’s Email: Mike@DannerLandSurveying.com Phone #: 401-575-5700

Business/Company Name: Danner Land Surveying, Inc.

I certify that: a) I am the owner of the property indicated on the site information on this application; b) I will hire a licensed OWTS installer to install the system proposed herein; c) the system will be installed in strict accordance with this application; d) I will hire and retain the licensed OWTS designer of record to witness and inspect the installation of the system; e) I assume all responsibility for the truth and accuracy of this application and all liability and responsibility for any improper installations of the system on this site and agree to hold the RIDEM harmless from any and all claims relating whatsoever to the system. In the case of a transfer application, I acknowledge that the permit application and plans previously approved and accompanying this application are the operative documents subject to certification.

Owner’s Phone Number 401-846-5514

Owner’s Email: miken@dannerlandsurveying.com

Owner(s) Signature ____________________________

PERMIT APPROVAL SECTION: DO NOT WRITE BELOW THIS LINE

Based upon the representations of the owner and the owner’s agents, including the representations of the owner’s OWTS designer, the truth and accuracy of all information submitted, this application for an OWTS is hereby approved. The RIDEM assumes no responsibility or liability for the future safe operation or maintenance of the above system, of the fitness or suitability of this system to this site, nor does it assume any responsibility for the accuracy and truth of the owner’s or the owner’s agent’s representations. This approval is subject to future suspension or revocation in the event that subsequent examination reveals any data indicated on any application, form, submittal, plan or sketch to be incorrect, or not in compliance with the RULES or any conditions at the site are such that the approved design is not in accordance with the RULES, or in the event that the system discharges inadequately treated wastewater to waters of this State or fails to operate satisfactorily in any other manner.

IMPORTANT: Additional terms of approval as circled.

A. Bottom of leaching area excavation must be inspected by the RIDEM prior to placement of any gravel or stone.
B. System installation must be inspected by RIDEM prior to covering any component of the system with backfill.
C. Applicant shall comply with all requirements, conditions and stipulations of variance(s) approved on

D. Joint Permit: Designer of record must contact RIDEM prior to start of any site construction.
E. A/E Technology: additional installation, operation or maintenance requirements may apply (see A/E Technology Certification.)
F. Copy of this form and Operation/Maintenance contract must be filed in land evidence records prior to conformance.
G. Proposed construction falls within “Coastal Zone”. Contact Rhode Island Coastal Resources Management Council.
H. Proper erosion and sedimentation controls must be installed prior to start of construction.
I. Transfer: See original permit for all applicable conditions.
J. Other

Signature of RIDEM Official ____________________________ Date of Approval 2-22-12 Date of Expiration 2-22-17

**SITE INFORMATION**

| NO. STREET | CARS LANE | CITY/TOWN | JAMESTOWN | OPP # 17 |
| LOT NUMBER | 1 | CITY/TOWN | POLE # |
| SUBDIVISION NAME | A10 |

**OWNER INFORMATION**

| LAST NAME | FIRST NAME | M.I. |
| WASHINGTON SQUARE | NEWPORT | 02840 |

**RIDEM APPLICATION HISTORY**

| DEPTH TO APPROVED WATER TABLE | 7" |
| APPLICATION # | 1815-06209 |
| DATE EXCAVATED | 7/13/18 |
| WETLAND DETERMINATION | YES |
| RIDEM FILE # | 2015-10797 | DATE 7/11/19 |

**DESIGN INFORMATION**

| BUILDING USE | Residential | Commercial |
| WATER SUPPLY | Public water | Public well | Private well |
| # OF DESIGN UNITS | 3 BEDROOMS |
| UNIT DESIGN FLOW | 115 gallons per day (unit) TOTAL DAILY FLOW 245 gallons |
| TANK SIZE | 1000 gallons DESIGN LOADING RATE 1.5 gpd/sf |
| MINIMUM REQUIRED LEACHFIELD AREA | 230 square feet |
| LEACHFIELD TYPE | 3-24' LONG GEOMAT TRENCHES |
| TOTAL AREA OF LEACHFIELD PROVIDED | 234 square feet |
RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
ONSITE WASTEWATER TREATMENT SYSTEM CONSTRUCTION PERMIT
www.dem.ri.gov/septic

FOR RIDEM USE ONLY

APPLICATION No. 2000060 DATE RECEIVED 03/09/2005 AMOUNT RECEIVED $900 CHECK # 0771 NOTE 03

TYPE OF APPLICATION (CHECK ALL THAT APPLY)
- NEW BUILDING CONSTRUCTION
- ALTERATION
- REPAIR
- TRANSFER
- A/E TECHNOLOGY TYPE
- VARIANCE
- REDesign
- JOINT OTWS / WETLANDS PD

SITE INFORMATION

- NO. STREET 91 CAPE LANE CITY/TOWN TONNECOURT POLE #
- PLAT NUMBER 4 LOT NUMBER 52 SUBDIVISION LOT NUMBER
- LOT SIZE 31,649 SF/ACRES
- SUBDIVISION NAME
- SUBDIVISION SITE SUITABILITY CERTIFICATION # N/A

OWNER INFORMATION

- LAST NAME
- FIRST NAME M.I.
- NO. STREET 50 WASHINGTON SQUARE CITY/TOWN NEWPORT, RI.
- ZIP CODE 02840

RIDEM APPLICATION HISTORY

- PREVIOUS SITE TESTING
- DEPTH TO APPROVED WATER TABLE 24" HOW DETERMINED
- TEST HOLE # 7 DATE EXCAVATED 4/13/19 WETLANDS WITHIN 200' OF OTWS
- WETLAND DETERMINATION YES NO
- RIDEM FILE # 19-0179 DATE 7/11/19
- LARGE SYSTEM YES NO OGC FILE # IF APPLICABLE

DESIGN INFORMATION

- BUILDING USE
- WATER SUPPLY
- # OF DESIGN UNITS 4 BEDROOMS
- UNIT DESIGN FLOW 115 gallons per (unit) TOTAL DAILY FLOW 460 gallons
- TANK SIZE 1,500 gallons DESIGN LOADING RATE 1.5 gpd/sf
- MINIMUM REQUIRED LEACHFIELD AREA 307 square feet
- LEACHFIELD TYPE 3 - 32' LONG GEOMETRIC TREATMENT
- TOTAL AREA OF LEACHFIELD PROVIDED 312 square feet

CERTIFICATION

I, MICHAEL R. DONOHUE, (print), the undersigned licensed OTWS designer, certify that I prepared this application and accompanying forms, submittals, plans and sketches in accordance with the RULEs of the RIDEM pertaining to OTWS and that all the information provided on this application and accompanying forms, submittals, plans and sketches is true and accurate.

Designer's Signature
License # D2116

Business/Company Name
PAQUEL LUND SURVEYING INC.
Phone # 401-475-5740

Owner's Phone Number 401-846-5614
Owner's Email

Owner(s) Signature

PERMIT APPROVAL SECTION: DO NOT WRITE BELOW THIS LINE

Based upon the representations of the owner and the owner's agents, including the representations of the owner's OTWS designer, and the truth and accuracy of all information submitted, this application for an OTWS is hereby approved. The RIDEM assumes no responsibility or liability for the future safe operation or maintenance of the aforesaid system, of the fitness or suitability of this system to the site, nor does it assume any responsibility for the accuracy and truth of the owner's, or the owner's agent's representations. This approval is subject to future suspension or revocation in the event that subsequent examination reveals any data indicated on any application, form, submittal, plan or sketch to be incorrect, or not in compliance with the RULEs or any conditions at the site are such that the approved design is not in accordance with the RULEs, or in the event that the system discharges inadequately treated wastewater to waters of the State or fails to operate satisfactorily in any other manner.

IMPORTANT: Additional terms of approval as circled.
A. Bottom of testing area excavation must be inspected by the RIDEM prior to placement of any gravel or stone.
B. System installation must be inspected by RIDEM prior to covering any component of the system with backfill.
C. Applicant shall comply with all requirements, conditions and stipulations of variance(s) approved on
D. Joint Permit: Designer of record must contact RIDEM prior to start of any site construction.
E. A/E Technology: additional installation, operation or maintenance requirements may apply (see A/E Technology Certification.)
F. Copy of this form and Operation/Maintenance contract must be filed in land evidence records prior to conformance.
G. Proposed construction falls within "Coastal Zone", Contact Rhode Island Coastal Resources Management Council.
H. Proper erosion and sedimentation controls must be installed prior to start of construction.
I. Transfer See original permit for all applicable conditions.
J. Other

Signature of RIDEM Official
Date of Approval 02/22/2022
Date of Expiration 02/22/2027

Owner
Metes and Bounds Description

For
Plat 4, Lot 52
91 Carr Lane
Jamestown, R.I.

A certain lot or parcel of land with all the buildings and improvements thereon situated on the southerly side of Carr Lane, in the Town of Jamestown, County of Newport, State of Rhode Island, more particularly bounded and described as follows:—

Beginning at a point on the southerly line of Carr Lane, said point being the most northeasterly corner of land now or formerly of Paul A. Robertson, said point being the most northwesterly corner of the parcel hereby described;—

Thence: Easterly, along said Carr Lane, a distance of three hundred forty six and zero one hundredths (346.00) feet to land now or formerly of the Town of Jamestown;—

Thence: Southerly, turning an interior angle of 88°-32'-07", along said Town of Jamestown land, a distance of four hundred fifty two and three one hundredths (452.03) feet;—

Thence: Westerly, turning an interior angle of 86°-50'-20", a distance of one hundred seven and thirty seven one hundredths (107.37) feet;—

Thence: Southerly, turning an interior angle of 178°-36'-59", a distance of eighty two and forty five one hundredths (82.45) feet;—

Thence: Southerly, turning an interior angle of 177°-59'-11", a distance of sixty six and forty two one hundredths (66.42) feet;—

Thence: Southerly, turning an interior angle of 180°-37'-04", a distance of two hundred fifty six and twenty one hundredths (256.20) feet;—

Thence: Southerly, turning an interior angle of 180°-46'-51", a distance of sixty and four one hundredths (60.04) feet to other land now or formerly of Paul A. Robertson, the last seven courses bounding on said Town of Jamestown land;—

Thence: Westerly, turning an interior angle of 89°-57'-16", along said other Robertson land, a distance of ninety five and twelve one hundredths (95.12) feet;—

Thence: Westerly, turning an interior angle of 177°-54'-18", a distance of one hundred thirty seven and forty two one hundredths (137.42) feet;—

Thence: Westerly, turning an interior angle of 182°-57'-21", a distance of seventy seven and forty six one hundredths (77.46) feet to said Robertson land, the last three courses bounding on said other Robertson land;—

Thence: Northerly, turning an interior angle of 83°-32'-59", along said Robertson land, a distance of nine hundred thirty four and thirty nine one hundredths (934.39) feet to the point of beginning, said line forming an interior angle of 94°-52'-36" with the first-mentioned course;—

Containing 300,252 square feet of land.
Metes and Bounds Description
For
Conservation Parcel
Carr Lane
Jamestown, R.I.

A certain lot or parcel of land with all the buildings and improvements thereon situated on the southerly side of Carr Lane, in the Town of Jamestown, County of Newport, State of Rhode Island, and shown as “Conservation Parcel” on that plan entitled “Subdivision Plan For James T. & Lisa M. Rafferty, Plat 4, Lot 52, 91 Carr Lane, Jamestown, Rhode Island, Scale: 1” = 40’, Dated: June 21, 2018, by Darveau Land Surveying, Inc.” and is to be recorded in the Town of Jamestown Registry of Deeds, more particularly bounded and described as follows:-

Beginning at a point on the southerly line of Carr Lane, said point being the most northeasterly corner of land now or formerly of Paul A. Robertson, said point being the most northwesterly corner of the parcel hereby described:-

Thence: Easterly, along said Carr Lane, a distance of ten and four one hundredths (10.04) feet to Parcel “A” as shown on the above-mentioned plan;-
       Thence: Southerly, turning an interior angle of 85°-07'-24", along said Parcel “A”, a distance of one hundred fifty three and sixty two one hundredths (153.62) feet;-
       Thence: Easterly, turning an interior angle of 268°-09'-24", along said Parcel “A”, a distance of three hundred forty six and forty five one hundredths (346.45) feet to land now or formerly of the Town of Jamestown;-
       Thence: Southerly, turning an interior angle of 95°-15'-19", along said Town of Jamestown land, a distance of two hundred fifty eight and thirty six one hundredths (258.36) feet;-
       Thence: Westerly, turning an interior angle of 86°-50'-20", a distance of one hundred seven and thirty seven one hundredths (107.37) feet;-
       Thence: Southerly, turning an interior angle of 277°-23'-52", a distance of twenty two and seventy four one hundredths (22.74) feet;-
       Thence: Southerly, turning an interior angle of 178°-36'-59", a distance of eighty two and forty five one hundredths (82.45) feet;-
       Thence: Southerly, turning an interior angle of 177°-59'-11", a distance of sixty six and forty two one hundredths (66.42) feet;-
       Thence: Southerly, turning an interior angle of 180°-37'-04", a distance of two hundred fifty six and twenty one hundredths (256.20) feet;-
       Thence: Southerly, turning an interior angle of 180°-46'-51", a distance of sixty seven and forty six one hundredths (67.46) feet to other land now or formerly of Paul A. Robertson, the last seven courses bounding on said Town of Jamestown land;-
       Thence: Northerly, turning an interior angle of 83°-32'-59", along said Robertson land, a distance of nine hundred thirty four and thirty nine one hundredths (934.39) feet to the point of beginning, said line forming an interior angle of 94°-52'-36” with the first-mentioned course;-

Containing 241,133 square feet of land.
PURCHASE AND SALES AGREEMENT
Fourth AMENDMENT

91 Carr Lane, Jamestown, Rhode Island

This Fourth Amendment to the Purchase and Sale Agreement (the “Agreement”) entered into by and between the TOWN OF JAMESTOWN, a municipal corporation with a business address of 93 Narragansett Avenue, Jamestown, RI 02835 (the “Seller”), and CHURCH COMMUNITY HOUSING CORPORATION, a Rhode Island non-profit corporation, with principal office located at 50 Washington Square, Newport, Rhode Island 02840 (the “Buyer”) on October 9, 2018 is hereby amended, as follows:

1. CLOSING: The Closing originally scheduled to be held on or before March 31, 2019 (the “Closing Date”) at 11:00 a.m., at the Town of Jamestown Town Hall, 93 Narragansett Avenue, Jamestown, RI 02835, or at such other place, day, and time as may be agreed to in writing by the Parties, and which was extended on three previous occasions, is hereby extended to March 31, 2023 (the “Amended Closing Date”) at 11:00 a.m. at the Town of Jamestown Town Hall, 93 Narragansett Avenue, Jamestown, RI 02835, or at such other place, day, and time as may be agreed to in writing by the Parties. All other terms, conditions and provisions of the Purchase and Sales Agreement remain in full force and effect, except as modified by the Amended Closing Date.

25. PURCHASE AND SALE CONTINGENCY:
   a. Town of Jamestown Town Council approval and authorization;
   b. Conveyance is subject to recordation of an Affordability deed restriction or long-term ground lease, the property being developed and maintained for the development of two Affordable Housing units, as contemplated herein by the Parties;
   c. Buyer obtaining Town of Jamestown Planning Commission, acting as the Local Board of Review, Comprehensive Permit approval to develop the Property for both market-rate and Affordable Housing purposes, such development to be comprised of two or three single family Affordable units and up to two market rate units for sale (existing single-family dwelling and existing garage, on separate lots), and the expiration of any applicable appeal period and no appeal having been commenced; and
   d. Any and all requirements and contingencies of Buyer’s Affordable Housing related grant funding sources (CDBG, ZEOS) being satisfied, and buyer receiving financing of the Housing Project in an amount not less than $915,922.
   e. Closing shall be held within sixty (60) days of the above-referenced contingencies having been satisfied, but no later than the Closing Date, unless extended by mutual agreement of the Parties, which agreement shall not be unreasonably withheld if Buyer is diligently moving forward with the Housing Project.

All other terms and conditions of the Agreement remain in place and in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed in several counterparts, each of which shall be deemed to be original.

Seller: Town of Jamestown

By: Jamie Hainsworth, Town Administrator

Witness

Buyer: Church Community Housing Corp.

By: Christian Belden, Executive Director

DATE: March 23, 2022

DATE: March 24, 2022
Town of Jamestown

Town Clerk's Office
Town Hall, 93 Narragansett Avenue
Jamestown, Rhode Island 02835-1199
401-423-9800 • Fax 423-7230
email: rfagan@jamestownri.net

Office of the Town Clerk
CERTIFICATE

I, Roberta J. Fagan, Town Clerk of the Town of Jamestown, County of Newport, Rhode Island, having by law the custody of the seal, and the records, books, documents and papers of or appertaining to said Town, hereby certify the annexed to be true copies of papers appertaining to said Town, and on file and of record in this office:

At the regular meeting of the Jamestown Town Council held Monday, March 21, 2022 the following was approved as part of the Consent Agenda:

Permission to authorize Town Administrator Hainsworth to sign Extension of Purchase and Sales Agreement between the Town of Jamestown and Church Community Housing for the property located at 91 Carr Lane from March 31, 2019 to March 31, 2023; upon final review by Solicitor Ruggiero

In attestation whereof I have hereunto set my hand, and have affixed the Seal of said Town, this 22nd day of March, 2022.

Roberta J. Fagan
Town Clerk
May 31, 2022
File No. 03.0034934.00

Mr. Christian Belden
Executive Director
Church Community Housing Corporation
50 Washington Square
Newport, Rhode Island 02840

Re: Geohydrologic Evaluation
91 Carr Lane
Jamestown, Rhode Island

Dear Christian:

In accordance with your request and our May 26, 2021 proposal, GZA GeoEnvironmental Inc. (GZA) performed a geohydrologic evaluation at the property located at 91 Carr Lane in Jamestown, Rhode Island. The purpose of our study was to evaluate whether the private water supply wells for the three proposed residential homes could adversely impact the safe yield of private wells on abutting properties. We understand that this evaluation was requested by the Town of Jamestown.

Our scope of work included reviewing: (1) the development plans for the property prepared by Darveau Land Surveying Inc. dated May 25, 2022; (2) the test pit logs performed at the property in April of 2018; (3) available United States Geologic Survey (USGS) surficial geology, bedrock, and topography maps of the area; and (4) information of nearby private water supply wells available at the Town of Jamestown and the Rhode Island Department of Health. We also performed a site visit to observe existing conditions at the property and surrounding areas and sent a questionnaire to nearby property owners to see if they could provide information on the depths and safe yields of their water supply wells. This letter report is subject to the Limitations described in Attachment A.

BACKGROUND

On August 9, 2018 the Town of Jamestown purchased 91 Carr Lane for the dual purpose of dedicating a significant portion of the property for watershed protection and the remainder for affordable housing. The total acreage of the parcel was 6.9 acres. The Town then subdivided the larger southern 5.5 acres (as Plat 4, Lot 47) for watershed protection. The remaining 1.4-acre parcel, designated as Plat 4 Lot 52, is planned to be developed with a conventional single-family home (sold at market rate) with the proceeds to support two affordable housing residential homes on the remaining portions of the subdivided lots. Our subsequent reference to the “Site” denotes the 1.4-acre residential parcel. A Site Locus Plan is provided as Figure 1.

Each home is planned to have 3 bedrooms with 1 or 2 bathrooms. The conventional single-family home is planned to be located on the eastern 0.73-acre lot and the western 0.31 and 0.32 acre lots are planned to be used for the affordable housing homes. The development plans include installing three new private water supply wells (spaced 57 to 130 feet apart from one another) and three new on-site wastewater treatment systems (OWTSs) with advanced treatment spaced over 100 feet from the new water supply wells. The development plans for the two new homes calls for crushed
stone driveways and discharge of roof storm water runoff into vegetated infiltration swales. The layout of the proposed lots, homes, water supply wells, vegetated swales, driveways, and OWTSs are depicted on the figure provided in Attachment B.

The property that abuts the Site to the west is the North Meadow Farm (a horse riding and boarding farm) and the property that abuts the Site to the east is a Town owned lot (used for watershed protection). The remaining surrounding properties are residential with private wells and OWTSs.

The Site is located on the east side of a hill, with grades rising about 50 feet in elevation about 1,000 feet to the west of the Site, and grades pitching gently down southeast of the Site. The Jamestown Reservoir is located about 1,000 feet south of the Site. The Site is wooded with minimal open spaces around the existing dwelling and garage located on the east side of the Site.

SUBSURFACE CONDITIONS

Seven test pits were performed at the Site in April 2018 and were logged by a Rhode Island Soil evaluator. The test pits were performed to depths ranging from 7 to 8 feet below grade. Based on our review of the test pit logs, that were provided to GZA, the subsurface conditions were a shallow topsoil and subsoil underlain by glacial till. Glacial till is an unsorted dense mixture of gravels, sands, silts, and clays. The seasonal high-water table was reported as 2 to 3 feet below grade at the Site. This soil description is consistent with the USGS Groundwater Map for the area which indicates that the Site and surrounding area is underlain by glacial till.

According to the nearby USGS bedrock geology map of the Wickford Quadrangle, the Site is anticipated to be underlain by bedrock from the Rhode Island Formation, which includes meta sandstone, conglomerate, and mica schists.

Based on GZA’s review of the topographic conditions at the Site (see Figure 1), we anticipate that shallow groundwater beneath the Site flows toward the southeast, discharging to the nearby wetlands. According to the development plans, wetlands are located 100 to 300 feet south of the proposed residential housing lots.

NEARBY WATER SUPPLY WELLS

The nearby homes utilize private water supply wells. GZA visited the Site on June 16, 2021 and attempted to locate nearby private wells from public viewing areas (i.e., from Carr Lane). Based on our observations and our review of aerial photos of the surrounding area, the following water supply wells are believed to be located within about 600 feet of the proposed water supply wells at the Site.

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Estimated distance and direction from the proposed water supply wells at 91 Carr Lane</th>
</tr>
</thead>
<tbody>
<tr>
<td>109 Carr Lane</td>
<td>200 feet to west</td>
</tr>
<tr>
<td>(North Meadow Farm)</td>
<td></td>
</tr>
<tr>
<td>80 Carr Lane (Carr Homestead circa 1690)</td>
<td>250 feet to north</td>
</tr>
<tr>
<td>90 Carr Lane</td>
<td>250 feet to northwest</td>
</tr>
<tr>
<td>121 Carr Lane</td>
<td>300 feet to west</td>
</tr>
<tr>
<td>71 Carr Lane</td>
<td>350 feet to east</td>
</tr>
</tbody>
</table>
### Street Address | Estimated distance and direction from the proposed water supply wells at 91 Carr Lane
--- | ---
73 Carr Lane | 450 feet to east
66 Carr Lane | 500 feet to northeast
63 Carr Lane | 550 feet to east
56 Carr Lane | 600 feet to northeast

On June 1, 2021 GZA sent out a survey to the home’s located within 600 feet of the Site with a request for information on the depth and yield of the nearby water supply wells. Only 2 of the 9 surveys were returned to GZA, and only one of the surveys was entirely filled out. The closest water supply well (located at 109 Carr Lane, 200 feet to the west of the Site) reported a 100-foot-deep bedrock well with an estimated yield of 4 gallons per minute (gpm). The owner of the well located at 121 Carr Lane (300 feet to the west) reported a static water level of 20 feet below grade, a drawdown of 70 feet, and a recovery of 8 feet. The flow rate during the test and duration of the drawdown and recovery test was not documented, therefore the sustained yield of the water supply well could not be estimated from this data. However, based on the static water level and drawdown observed, it can be assumed that the bedrock well located at 121 Carr Lane is at least 100 feet deep.

The USGS groundwater map of the area (Prudence Quadrangle) indicated that a bedrock water supply well located north of the Site (either at 80 or 90 Carr Lane) was 80 feet deep and had a yield of 4 gpm.

The Rhode Island Health Department and the Town of Jamestown record of private wells did not have any available information on well yields or well depths within 600 feet of the Site, however, a nearby bedrock well located 1,000 feet east of the Site (at 40 Carr Lane) had a reported depth of 160 feet and a reported safe yield of 20 gpm. In addition, a bedrock well located 700 east of the Site (at 57 Carr Lane) had a reported depth of 104 feet and safe yield of about 4 gpm.

The residential home located north of the Site, at 80 Carr Lane, has a sign that indicates that it is the Carr Homestead (circa 1690). This home may have had a dug well when it was first built. Dug wells in this type of geologic deposit (glacial till) would generally have low yields (i.e., a few gpm, or less) and would typically go dry during extreme droughts. It is assumed that over the years a bedrock well would have replaced the original source of water for the home because bedrock wells generally provide a more dependable source of water during drought conditions.

GZA’s review of aerial photographs of the area indicate that about a quarter mile west of the Site there are numerous homes with private water supply wells that are located within 100 feet of one another.

**GEOHYDROLOGIC EVALUATION**

To evaluate if the bedrock aquifer at the Site can support the proposed residential homes and wells without having an adverse impact on the yield of the surrounding private water supply wells, we reviewed: (1) the proposed density of water supply wells in the area; (2) the yield of the existing bedrock wells proximate to the Site as compared to water use in homes, (3) the groundwater recharge rates and estimated radius of influence of the proposed water supply wells; and (4) the potential drawdown responses in nearby water supply wells.
Spacing and Density of Wells

A total of nine homes, with water supply wells, are located within 600 feet of the proposed water supply wells planned for the Site. Based on the dimensions of the lots and the locations of the nearby homes, a couple of these existing homes may have wells that are located within 100 feet of one another. Also, a quarter mile west of the Site there are numerous homes with wells located within 100 feet of one another. Therefore, the bedrock formation in this area of Jamestown commonly yields sufficient water to allow water supply wells to be located within 100 feet of one another. As noted above, the water supply wells at the Site are proposed to be located within 57 to 130 feet of one another, and the neighboring wells are located 200 to 600 feet away from the proposed wells.

Bedrock Yields and Residential Water Use in Homes

Only limited information was available regarding the yield of nearby water supply wells. Water supply wells with yields of 4 gpm have been reported 200 feet to the west, 250 feet to the north, and 700 feet east of the proposed water supply wells. Water supply wells with yields of as little as 1 gpm can meet the water supply needs of a typical residential home with proper in well and above ground storage of the water (as described below). Therefore, yields of 4 gpm are sufficient to meet the typical water supply needs of residential homes. A water supply well located 1,000 feet east of the site had a reported yield of 20 gpm, which is more than enough water for both residential water supply needs and more elaborate lawn irrigation systems.

Rhode Island’s residential water supply guidelines for standard 6-inch diameter bedrock wells recommends that wells with yields of less than 2 gpm be drilled to a depth of 200 feet; and wells with yields of 1 gpm be drilled to a depth of 300 feet (unless saltwater intrusion is a concern). If saltwater intrusion is a concern, then a storage tank can be installed. The storage tank, or the additional volume in the deeper wells, would fill overnight and then the water could be used during the day.

The average in home water use for a residential home is typically between 50 to 100 gallons per person per day. Assuming an average occupancy of three (3) persons per home, the average water use would be about 150 to 300 gallons per day or only 0.1 to 0.2 gpm for each home, well below the above referenced well yields.

Groundwater Recharge and Estimated Radius of Influences

The amount of rainfall that infiltrates to the water table can be conservatively assumed to be about 8-inches per year for areas underlain by glacial till soils (which was observed at the Site). Using that groundwater recharge rate, the area within an 85-foot radius of the water supply well would provide sufficient recharge for the upper estimated flow of 300 gallon per day for a residential home. In addition, most of the estimated 300 gallon per day flow is to be treated and then recharged back to the water table via the proposed OWTSs (which are to be located about 115 to 125 feet from the proposed residential wells). In addition, on-Site stormwater runoff is to be directed to an infiltration swale, also recharging the on-Site groundwater. Thus, the water extracted for home use would be less than that added by natural recharge and recharge of the treated wastewater and precipitation runoff. Therefore, the groundwater available for use on surrounding properties would not be diminished by the new homes domestic water use or building construction.

If the water supply wells for the proposed residential homes have a low yield, then only minimal amounts of water will be pumped (to prevent the well from going dry). Low yielding water supply wells generally do not provide sufficient water for extensive lawn irrigation.
High yielding water supply wells, with yields above 5 gpm, may provide sufficient water for lawn irrigation. The two proposed affordable housing homes are located on small lots (13,585 square foot) that have about 6,000 square feet of proposed grass lawn at each home. The evapotranspiration rate is the combined amount of water that may either evaporate or be consumed by plants or lawns. For this area of New England, the evapotranspiration rate for a warm humid day in the summer is about 0.17 inches per day. The 6,000 square foot lawns may require about 600 gallons of water for irrigation to maintain green grass on dry summer days. A well yielding at least 5 gpm would have to be pumped for about 2 hours each day for lawn irrigation. Using the above referenced groundwater recharge rate of 8 inches per year, the area within a 120-foot radius of the water supply well would provide sufficient recharge for the irrigation flow of 600 gallon per day.

**Drawdown Responses**

The water level drawdown is greatest in the pumping well and in most cases decreases at a logarithmic rate with distance from the pumping well. Therefore, most of the drawdown of the water table occurs in the immediate proximity of the water supply well with only minimal water table drawdown further from the well.

Groundwater in bedrock flows through fractures in the rock mass, therefore in some cases irregular drawdown conditions may occur around pumped bedrock water supply wells. However, these irregular drawdown conditions (when they do occur at further distances from the pumped well) would need to have pumping that lasts for long durations and at high flow rates. Private water supply wells are not pumped for long durations unless they have a very low yield. A high yielding private well would only be pumped for short durations to meet the needs of a private home. We note that a water supply well’s radius of influence for low yielding wells is significantly smaller than that of a high yielding well.

The amount of water typically pumped for residential homes for in home use (about 300 gallon per day) is not expected to have any noticeable impact on the water levels of the nearby wells in the neighborhood (that are located 200 to 600 feet away). Therefore, there should be no changes in the available yields of the nearby residential homes.

If the new water supply wells for the proposed residential homes have enough water to irrigate their lawns, and if they choose to irrigate their lawns, then they could pump at flow rates of about 5 gpm for a duration of 2 hours each day. This short duration of pumping might temporarily cause the water levels of some of the closest neighboring water supply wells to vary by a few inches, or at worst a few feet (for a duration of about an hour or two). However, the seasonal fluctuation of the water table around the Site is anticipated to be in the range of 5 to 10 feet per year. Therefore, any water table changes at distant wells that may theoretically be possible by pumping from the proposed new water supply wells at the Site would only be a portion of the typical annual variation of the water table.

No shallow dug wells are anticipated to be located at the neighboring properties. However, if they did exist, we would anticipate that their yield would not be impacted by pumping from the proposed Site wells. The proposed Site wells will be pumping from a bedrock aquifer and this pumping would not be anticipated to impact the water levels in the glacial till soils at distances of over 200 feet away.

Based on the information presented above, it is GZA’s opinion that the proposed residential wells will not have an impact on yield of the nearby neighbor’s water supply wells. While localized changes in drawdown response is possible, it is unlikely to occur at the distances between the on-Site and off-Site wells and if it did occur it would not materially reduce the groundwater supply available to the surrounding properties.
We trust this information satisfies your current needs. If you have any questions, then please do not hesitate to call us or email at Anthony.urbano@gza.com.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

Anthony Urbano, PE  
Senior Project Manager

Albert I. Flori, PE  
Project Reviewer

Todd Greene, PE  
Associate Principal

Attachments:  
Figure 1 – Locus Plan  
Attachment A – Geohydrologic Limitations  
Attachment B – Proposed Development Plan

\(\text{GZA\PROVIDENCE\Jobs\ENV\34934.abu\Reports\34934-0 Final Letter Report_5-31-22.docx}}\)
FIGURE 1

LOCUS PLAN
SOURCE:
BASE MAP FROM THE FOLLOWING USGS QUADRANGLE MAP:
DIGITAL TOPOGRAPHIC MAPS PROVIDED BY USGSSTORE.GOV.

CONTOUR ELEVATIONS REFERENCE NAVD 88,
CONTOURS ARE SHOWN IN FEET AT 10' INTERVALS

SCALE IN FEET 1" = 2000'

RHODE ISLAND
QUADRANGLE LOCATION

91 CARR LANE
JAMESTOWN, RI

LOCUS

COPYRIGHT AND LICENSE PROTECTED MATERIAL. ANY REPRODUCTION, DISTRIBUTION OR USE OF THIS MAP WITHOUT THE EXPRESS WRITTEN CONSENT OF GZA IS PROHIBITED.
ATTACHMENT A

GEOHYDROLOGIC LIMITATIONS
USE OF REPORT

1. GZA GeoEnvironmental, Inc. (GZA) prepared this report on behalf of, and for the exclusive use of our Client for the stated purpose(s) and location(s) identified in the Proposal for Services and/or Report. Use of this report, in whole or in part, at other locations, or for other purposes, may lead to inappropriate conclusions; and we do not accept any responsibility for the consequences of such use(s). Further, reliance by any party not expressly identified in the agreement, for any use, without our prior written permission, shall be at that party’s sole risk, and without any liability to GZA.

STANDARD OF CARE

2. GZA’s findings and conclusions are based on the work conducted as part of the Scope of Services set forth in the Proposal for Services and/or Report and reflect our professional judgment. These findings and conclusions must be considered not as scientific or engineering certainties, but rather as our professional opinions concerning the limited data gathered during the course of our work. Conditions other than described in this report may be found at the subject location(s).

3. GZA’s services were performed using the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services, at the same time, under similar conditions, at the same or a similar property. No warranty, expressed or implied, is made. Specifically, GZA does not and cannot represent that the Site contains no hazardous material, oil, or other latent condition beyond that observed by GZA during its study. Additionally, GZA makes no warranty that any response action or recommended action will achieve all of its objectives or that the findings of this study will be upheld by a local, state or federal agency.

4. In conducting our work, GZA relied upon certain information made available by public agencies, Client and/or others. GZA did not attempt to independently verify the accuracy or completeness of that information. Inconsistencies in this information which we have noted, if any, are discussed in the Report.

SUBSURFACE CONDITIONS

5. The generalized soil profile(s) provided in our Report are based on widely-spaced subsurface explorations and are intended only to convey trends in subsurface conditions. The boundaries between strata are approximate and idealized, and were based on our assessment of subsurface conditions. The composition of strata, and the transitions between strata, may be more variable and more complex than indicated. For more specific information on soil conditions at a specific location refer to the exploration logs. The nature and extent of variations between these explorations may not become evident until further exploration or construction. If variations or other latent conditions then become evident, it will be necessary to reevaluate the conclusions and recommendations of this report.

6. Water level readings have been made, as described in this Report, in and monitoring wells at the specified times and under the stated conditions. These data have been reviewed and interpretations have been made in this report. Fluctuations in the level of the groundwater however occur due to temporal or spatial variations in areal recharge rates, soil heterogeneities, the presence of subsurface utilities, and/or natural or artificially induced perturbations. The observed water table may be other than indicated in the Report.

COMPLIANCE WITH CODES AND REGULATIONS

7. We used reasonable care in identifying and interpreting applicable codes and regulations necessary to execute our scope of work. These codes and regulations are subject to various, and possibly contradictory, interpretations. Interpretations and compliance with codes and regulations by other parties is beyond our control.
SCREENING AND ANALYTICAL TESTING

8. GZA collected environmental samples at the locations identified in the Report. These samples were analyzed for the specific parameters identified in the report. Additional constituents, for which analyses were not conducted, may be present in soil, groundwater, surface water, sediment and/or air. Future Site activities and uses may result in a requirement for additional testing.

9. Our interpretation of field screening and laboratory data is presented in the Report. Unless otherwise noted, we relied upon the laboratory’s QA/QC program to validate these data.

10. Variations in the types and concentrations of contaminants observed at a given location or time may occur due to release mechanisms, disposal practices, changes in flow paths, and/or the influence of various physical, chemical, biological or radiological processes. Subsequently observed concentrations may be other than indicated in the Report.

INTERPRETATION OF DATA

11. Our opinions are based on available information as described in the Report, and on our professional judgment. Additional observations made over time, and/or space, may not support the opinions provided in the Report.

ADDITIONAL INFORMATION

12. In the event that the Client or others authorized to use this report obtain additional information on environmental or hazardous waste issues at the Site not contained in this report, such information shall be brought to GZA's attention forthwith. GZA will evaluate such information and, on the basis of this evaluation, may modify the conclusions stated in this report.

ADDITIONAL SERVICES

13. GZA recommends that we be retained to provide services during any future investigations, design, implementation activities, construction, and/or property development/ redevelopment at the Site. This will allow us the opportunity to: i) observe conditions and compliance with our design concepts and opinions; ii) allow for changes in the event that conditions are other than anticipated; iii) provide modifications to our design; and iv) assess the consequences of changes in technologies and/or regulations.
Mr. Christian Belden, Executive Director  
Church Community Housing Corporation  
50 Washington Square  
Newport, RI 02840

Re: 91 Carr Lane

Dear Mr. Belden:

Based on the conversation during the Master Plan phase of Subdivision review for the referenced project, the town is willing to undertake the following items on the protected town property:

a) "Abandon" the septic system for the existing house on town land per RIDEM regulations  
b) Place fencing at the town property line to demarcate the house lots, and prevent encroachment into conservation lot (subject to budget approval)  
c) Plant 20-30 feet of plantings in the 10’ access easement from Carr Lane adjacent to the westernmost house lot to provide privacy between the westernmost lot and 109 Carr Lane

Sincerely,

Jamie Hainsworth, Town Administrator  
Town of Jamestown

C: 91 Carr Lane Subdivision File
Current State of Stone Wall Along Street Frontage